AGREEMENT BETWEEN

UTICA COLLEGE

AND

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
UTICA COLLEGE CHAPTER

EXPIRES MAY 31, 2020
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This Agreement is effective June 1, 2015 (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; Vice Presidents; Assistant Vice Presidents; Provost; Associate Provost; Director of HEO; and all guards and supervisors as defined by the National Labor Relations Act; and all other employees.
2.2 **Application of this Agreement to Individual Bargaining Unit Members**

This Agreement shall be incorporated by reference into every appointment and reappointment letter issued to a bargaining unit member. The rights, privileges, and obligations of bargaining unit members set forth in this Agreement shall be assimilated into and made part of every individual appointment and reappointment letter issued to a bargaining unit member by the College. If there is a conflict between the terms of an individual bargaining unit member's appointment letter and/or reappointment letter and the terms of this Agreement, this Agreement shall control. If there is a conflict between the terms of any College rule or policy and the terms of this Agreement, this Agreement shall control; however, if there is a conflict between the terms of this Agreement and the requirements of an applicable law or regulation, the College will follow the law or regulation. Should the College determine that an applicable law or regulation supersedes the terms of this Agreement because the term is out of compliance with the applicable law or regulation, the College shall engage, within a reasonable period of time, in effects bargaining with the AAUP-UC over the impact of the modification on the terms or conditions of employment.

2.3 **Copy of Agreement**

A copy of this Agreement and any amendments thereto will be furnished to all bargaining unit members by the College when they are hired. For those bargaining unit members who have already been employed by the College, a copy of this Agreement and any amendments thereto shall be furnished to such faculty within 45 days after this Agreement is executed.

2.4 **College Will Provide Information**

Within 30 days of the beginning of each semester, the College will provide the AAUP-UC with relevant information related to the bargaining unit members that includes identification and descriptor information as requested by the AAUP-UC. The College will provide the AAUP-UC with copies of all letters of appointment, reappointment, promotion, and letters involving the addition or subtraction of a bargaining unit member. Should the College hire any new bargaining unit members during any semester or summer, the College will update the information provided to the AAUP-UC.

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. PRECEDEENCE 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, sex, pregnancy, ethnic or national
origin, religion, marital status, age, sexual orientation, gender identity, gender
expression, veteran status, disability, AIDS, citizenship status, genetic
predisposition, domestic violence victim status, 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 under applicable local,
state, or federal 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.

7.2 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 disagrees with a determination by the Provost under Section 13.1 of this Agreement, (3) such member alleges that the procedures employed for renewal or non-renewal of appointment, tenure, or promotion were inconsistent with the provisions of this Agreement, (4) such member alleges that the procedures employed for recommendation of sabbaticals or the procedures employed for the awarding of sabbaticals were inconsistent with the provisions of this Agreement, (5) such member alleges that the procedures employed for professional development evaluation were inconsistent with the provisions of this Agreement or (6) such member, if tenured or having continuous appointment, wishes to appeal his or her dismissal for just cause as provided in this Agreement. In the case of alleged procedural inconsistencies as provided in clauses (3), (4) or (5) 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-UC 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 AAUP-UC 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, 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 College may make exceptions that increase the maximum number of years of service credited to a faculty 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 just 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. The
maximum probationary period may be extended by the President in exceptional
circumstances. 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 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 and President 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 peers in judging teaching performance, 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 accomplishments appropriate to his or her field. The FAC shall consider appropriate scholarly and/or appropriate creative activity in the faculty member’s field. Scholarly publication is one of several possible measures of professional accomplishment.

**Service**
The faculty member should show clear evidence of meritorious service to the teaching profession, the College, and/or the community at large. Service in the AAUP-UC and participation in admissions events shall each be recognized as one form of such service. Participation in curricular development outside of his or her teaching duties, preparation of documents for accreditation, self-study, and other professional service shall also be recognized as service.

When making recommendations regarding tenure, the FAC shall consider the combination of teaching, professional accomplishment, and service. The FAC shall also consider, in appropriate circumstances, fulfillment of additional duties required by the School or College.

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
- From Professor to Distinguished Professor, faculty members must be serving in no less than the seventh year of their full 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 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 will be determined consistent with other provisions of this Agreement.

8.8.1 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 peers in judging teaching performance, 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 accomplishments appropriate to his or her field. The FAC shall consider appropriate scholarly and/or appropriate creative activity in the faculty member’s field. Scholarly publication is one of several possible measures of professional accomplishment.

Service
The faculty member should show clear evidence of meritorious service to the teaching profession, the College, and/or the community at large. Service in the AAUP-UC and participation in admissions events shall each be recognized as one form of such service. Participation in curricular development outside of his or her teaching duties, preparation of documents for accreditation, self-study, and other professional service shall also be recognized as 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.

8.8.2 Criteria for Promotion to Distinguished Professor

Promotion from Professor to Distinguished Professor is based upon sustained exceptional merit in the areas of teaching, professional accomplishment, service, and leadership, taken as a whole. A request for promotion to Distinguished Professor may be made by the candidate, or consideration may be initiated by the Dean, or the Tenured Faculty of the candidate’s school, or by the Provost. When a nomination has been made, the Provost will call a meeting of all of the Full and Distinguished Professors of the College, excluding the candidate. The Full and Distinguished Professors will select a panel of five of their number to constitute an ad hoc Committee for consideration of the candidate's promotion. The candidate will submit an updated Summary of Professional Activities and reflective statements on teaching, professional accomplishments, service, and leadership, and other supporting materials that he or she deems appropriate. The Committee may also solicit recommendations from the candidate’s school dean, or department chair, or both, and from the tenured faculty of the relevant school. The Provost will preside over the deliberations of the committee. The Committee and the Provost will make their respective recommendations 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.

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 For Bargaining Unit Faculty Members**

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 just cause, which shall include but not be limited to, repeated disregard or dereliction of duties and College policies that are applicable to faculty, 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 just cause shall be borne by the College.

Dismissal of a faculty member for just 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 discipline is not upheld as provided below in this paragraph, 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.

The College shall notify the AAUP-UC president or his/her designee prior to any interview of a bargaining unit member that the bargaining unit member might reasonably believe could result in discipline of that bargaining unit member. The College shall also notify the AAUP-UC president or his/her designee of any decision to discipline a bargaining unit member before notifying the bargaining unit member.

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. Sabbaticals are available to faculty bargaining unit members for activities of professional value, for example planned travel, study, formal education, research, writing, creative activity, the acceptance of special assignments and fellowships. 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 bargaining unit 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 with the Faculty Resource Committee recommendation, if any, by October 20 of the previous academic year and notification of a decision from the College shall be made no later than November 15. If fewer than eight (8) sabbaticals are awarded, an applicant may submit or resubmit an amended application no later than December 1 of the previous academic year and notification of a decision from the College shall be made no later than February 15.

Tenured bargaining unit faculty members are eligible to apply for a one-half load reduction mini-sabbatical for up to two semesters without affecting their full sabbatical status. The application process and criteria shall be the same as the full sabbatical except that the deadline for the application shall be at the midpoint of the semester preceding the affected semester. The grant of a mini-sabbatical to a tenured faculty member shall not count toward the College’s commitment relating to the number of sabbaticals to tenured faculty members. Mini-sabbaticals shall be awarded based on merit, but higher faculty rank shall also be favorably considered. The College shall provide up to three (3) mini-sabbaticals to tenured faculty bargaining unit members per academic year should the College receive three (3) or more applications from eligible faculty bargaining unit members. The College may provide additional mini-sabbaticals to tenured faculty bargaining unit members at the discretion of the Provost. Tenured bargaining unit faculty members are eligible to apply for a mini-sabbatical every fifth (5th) 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 a mini-sabbatical may be granted to untenured tenure-track faculty in the fourth, 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 this section 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. The use of a mini-sabbatical shall not be considered a negative factor when the faculty member is considered for tenure and/or promotion.

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 Faculty Duties

a) Teaching Load

The teaching load of each School shall be planned so that the School and its faculty members can provide for the requisite day and evening courses for each semester. The scheduling of courses for bargaining unit members shall be the responsibility of the School Dean and shall be subject to the terms of this Agreement.

The required teaching load of a full-time faculty member shall not exceed twenty-four (24) classroom contact hours per calendar year, except that a Distinguished Professor shall not exceed twenty-one (21) contact hours per calendar year.
Overload shall be voluntary for all bargaining unit members, subject to approval of the Provost. All full-time faculty members shall be compensated for any overload at the then prevailing overload rates. No faculty member shall be negatively or adversely evaluated for not teaching an overload.

Bargaining unit faculty members are only required to teach during the academic year except those major required courses in departments that only offer such courses during the summer or winter breaks. No bargaining unit member shall be required to teach core and/or elective courses during the summer or winter breaks. Should a bargaining unit member teach courses during the summer or winter breaks, the bargaining unit member, with the approval of the School Dean, will either be compensated for those courses at the then prevailing overload rates or the bargaining unit member’s course load obligation shall be commensurately reduced during the remainder of the year. No faculty member shall be negatively or adversely evaluated for not teaching courses during the summer or winter breaks. In those instances in which the bargaining unit member teaches during the summer or winter breaks because his/her department offers required courses that are only taught during the summer or winter breaks, the bargaining unit member shall be provided a substantially equivalent break in his/her work schedule as other bargaining unit faculty members.

The College shall calculate a faculty “contact hour” as one 50-minute period of active student instruction for a period of 15 weeks (750 minutes) plus the additional time outside of class for course preparation, grading, and assessment, and other activities necessary for the courses to proceed. The contact hours assigned to a course almost always are a function of the credit hours assigned to the course and almost always are determined by the number of minutes of student/faculty interaction. In no event shall the College award fewer contact hours than as defined by this section. Most lecture courses are converted from credit hours to contact hours at a ratio of 1:1 so that the faculty member earns three contact hours for teaching a three credit hour course. However, most labs are converted at a ratio of 1:3 so a one credit lab gives the faculty member three contact hours.

Consistent with the requirements of New York State, Utica College defines a credit hour as 12 ½ hours (750 minutes) of active instruction. This definition is consistent through all modes of instruction for both undergraduate and graduate classes. This definition applies equally to courses of any length, including 8-week courses.

In traditional on-ground courses this is the equivalent of 50 minutes per week in class for 15 weeks, with twice that time spent by the student on outside assignments such as homework, research, and review. In online classes, the time of active instruction can be made up by a combination of activities.
In cases where courses are taught in both a traditional and non-traditional (e.g., weekend, summer) schedule, the compensation for a course in a non-traditional schedule shall not be less than the compensation for the same course in a traditional schedule.

Residencies shall be calculated as part of the faculty member’s contact hours taught in accordance with this section.

Load calculation for blended courses will be negotiated between the College and the AAUP-UC, after AAUP-UC consultation with affected bargaining unit members, at the end of the two-year experimental period, which is January, 2016 through December, 2017.

b) Additional Duties

In addition to the foregoing, each full-time faculty member covered under this Agreement shall be required to do the following:

Advise students as assigned by the School Dean or Provost;

Attend scheduled meetings of the School, Department, and the College including Commencement and Convocation;

Provide accurate and timely reports as requested by the College concerning student evaluations and enrollment;

As appropriate, submit early warnings regarding student academic performance;

Arrange, schedule, and hold a reasonable number of office hours taking into consideration the number of students and their needs, and at times reasonably convenient to students;

Submit final grades within College-approved deadlines;

Submit assessment reports as may be required for accreditation, including course program and institutional level learning assessments as determined by the department in accordance with College-determined deadlines;

Assist, if requested, in registration and orientation during the academic year;

Attend at least one on-campus admissions event during the academic year; except that faculty who teach only online courses and are not within a daily commuting distance shall not be required to attend such an on-campus event;

Provide syllabi for courses that he or she teaches; and
Perform other appropriate College duties.

Each faculty member covered under this Agreement shall submit, as part of his or her department’s annual report, an updated Summary of Professional Activities.

In those cases where a faculty member covered under this Agreement 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.

At the discretion of the School Dean, with the approval of the Provost, a tenured or tenure-track faculty member covered under this Agreement may have her or his teaching load reduced on a temporary basis for the purposes of pursuing a significant research project. The faculty member must apply for such temporary load relief in writing and include a detailed explanation of the planned research. At the discretion of the School Dean, with the approval of the Provost, a faculty member covered under this Agreement may be eligible for load relief if assigned significant administrative duties or other special projects.

c) Team Teaching

There are two types of team-taught courses:

(1) those in which the faculty share the teaching load and related responsibilities and divide presentation of course material, and for which each receives a proportional percentage of the load credit; and

(2) those in which the participating faculty members are active in the presentation of the course material and for related responsibilities, and for which each faculty member receives 100% of the load credit.

Team taught courses are subject to the prior approval of the School Dean.

d) Class Size

1) Recommended minimum and maximum enrollments by course type are based on the table in the College’s “Course Management Guidelines”
dated May 23, 2014, revised August 28, 2014, and as subsequently revised.

2) The College and the AAUP-UC will create a Joint Labor Management Advisory Committee composed of three (3) AAUP-UC members, one from each School, as determined by the AAUP-UC, and the three (3) School Deans. The Committee will consider and make recommendations to the College regarding class size and the impacts of class enrollment changes. Decisions as to any Committee recommendations will be made by the Provost. If a request is made for a Joint Labor Management Advisory Committee meeting, the Committee will meet within two (2) weeks of the request. If the Committee does not meet and consider the request within two (2) weeks, the provisions of paragraph 3 of this Section are waived for the purposes of that request.

3) Any proposed changes to the aforementioned Course Management Guidelines, shall be considered by the Joint Labor Management Advisory Committee before such changes are made.

4) The Joint Labor Management Advisory Committee shall meet at least once every semester.

5) Over-enrollment of any course section requires approval of the bargaining unit member teaching the course section. No bargaining unit member shall be negatively or adversely evaluated for choosing not to over-enroll his/her course(s).

6) When a course is taught with fewer than the minimum enrollment outlined in the aforementioned Course Management Guidelines, the faculty member shall receive full contact hours/remuneration for that course.

7) The faculty members of each department or program shall periodically review and make recommendations to the School Dean regarding the appropriate enrollments of all of that department’s or program’s courses.

8) Bargaining unit members may request a reduction in class size based on physical space concerns, pedagogical concerns, equipment limitations, legal requirements, or other academic concerns following discussion with the faculty of the relevant department. Such requests will be made to the School Dean and the Provost, with the Provost making the final decision on the request. If a request from a faculty member under this paragraph needs immediate attention, the request shall not be subject to paragraph 2 of this Section.
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 following amounts will be added to the Bargaining Unit Member's base salary:

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[Note: These amounts reflect an increase by the percentage of base salary increase beginning in 2017-18.]

Alternatively, the Assistant Professor or Associate Professor may elect to place $4,500 (in lieu of the salary base increase), or in the case of Distinguished or Full Professors $5,000 (in lieu of the salary base increase), into a restricted account for the faculty member's purchase of equipment (to be College-owned), travel, or supplies in connection with his or her position responsibilities.

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 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, unless the bargaining unit member alleges that the procedures employed by the PDC and/or Provost were inconsistent with the provisions of this Agreement, in which case, the member may request that the Hearing Committee review the case pursuant to the provisions in Article 7.2.

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. If the plan is not approved, the Provost will provide the reasons in writing to the faculty member. 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. The faculty member may alter the plan in consultation with his or her School Dean, the Provost and the PDC. If the faculty member believes significant progress toward completion of the plan has been achieved, he or she may request an early review. Upon receipt of notice from the PDC of successful completion of the plan, the faculty member shall submit documentation of completion to the Provost and such completion shall be acknowledged by the Provost within seven (7) working days of receiving the documentation.

The foregoing review process and any ensuing conclusions, recommendations or information may not be used in any disciplinary proceeding under Article 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.

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 and 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 of the recruitment process the job description for the 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:

<table>
<thead>
<tr>
<th>Revenue Range</th>
<th>Creator</th>
<th>College</th>
<th>Research Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $10,000</td>
<td>100%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>$10,001-$100,000</td>
<td>45%</td>
<td>55%</td>
<td>0%</td>
</tr>
<tr>
<td>Above $100,000</td>
<td>35%</td>
<td>60%</td>
<td>5%*</td>
</tr>
</tbody>
</table>

*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.

8.17 Non-Tenure Eligible Faculty

1. Appointment and Reappointment

A) No bargaining unit member on a non-tenure track is eligible for tenure.

B) Full-time non-tenure eligible faculty in their first position may be appointed for a term of 1, 2, or 3 years; subsequent appointments and reappointments shall be for at least a 3-year term. Subsequent appointments and reappointments may be made at the discretion of the Provost. Any Visiting Professor who receives one or more appointments that exceed two consecutive years shall become a non-tenure eligible faculty member.
Should the College convert a non-tenure eligible faculty position to a tenure track position, the affected non-tenure eligible faculty member may apply for the tenure track position. If the affected non-tenure eligible faculty member does not receive the tenure track position, the non-tenure eligible faculty member shall have the right to complete the term of the non-tenure eligible faculty member's appointment.

C) Non-tenure eligible faculty shall be appointed as an Instructor, Assistant Professor, Associate Professor, Professor, or a Professor of Practice as appropriate.

D) Non-tenure eligible faculty shall be reviewed annually by the appropriate School Dean. A written evaluation shall be provided and available for review by the faculty member in accordance with Article 12.

E) The recommendation of the Provost and the President to renew or not to renew an appointment is the responsibility of the non-tenure eligible faculty member's School Dean. The renewal 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 the notification of intention not to recommend renewal, 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 intention not to recommend renewal shall be in writing and shall precede any notice of renewal by 30 days and shall contain the reasons therefore. Notice of renewal or non-renewal shall be given in writing in accordance with the following time frames: (1) At least 90 days before the expiration of a one year appointment; (2) no later than 180 days before the end of a two year appointment; or (3) at least twelve months before the expiration of an appointment after two or more years of service. Notice of renewal, non-renewal, or intention not to recommend renewal shall be copied to the AAUP-UC, in keeping with the time frames indicated above.

F) For discipline and discharge, non-tenure eligible faculty are subject to the provisions in Section 8.10, 11.1, 15.1, and 15.2.

G) Non-tenure eligible appointment and reappointment letters shall refer the appointees to Section 8.17 of the Collective Bargaining Agreement.

2. Duties
A) Non-tenure eligible faculty shall be required to fulfill the duties listed in 8.13.
To be a bargaining unit member, full-time non-tenure eligible faculty members shall have more than 12 contact hours in each calendar year of his/her non-tenure eligible employment, not including overloads and summer teaching.

B) Non-tenure eligible faculty may not serve on the Faculty Affairs Committee, the Faculty Resources Committee, or the Professional Development Committee.

3. Conversion to Tenure Track
   A) The conversion of a non-tenure track position to a tenure track position will occur at the sole discretion of the College.
   
   B) Whenever a non-tenure eligible faculty position is converted to a tenure track position, an open search will be conducted and the incumbent in the non-tenure eligible faculty position may apply for the tenure track position.
   
   C) A non-tenure eligible faculty member who is a successful candidate for a tenure track position may apply up to a maximum of three (3) years of full-time service in the non-tenure eligible position towards his or her tenure calendar, subject to language in Section 8.1 of this Agreement.

8.18 Work Preservation
   A) Only under exceptional circumstances, and then only with the approval of the department chair, school dean, and Provost, may non-bargaining unit members teach more than nine (9) contact hours in a given semester.
   
   B) Within two weeks after the tentative schedule for a teaching session has been circulated in the Departments, bargaining unit members shall indicate, in writing, to the Chair their interest in teaching assignments. Qualified bargaining unit members who have expressed such an interest have the right of first refusal (up to a three contact hour overload per session) before such courses are offered to non-bargaining unit members. In cases where more than one academic session occurs within the time frame of a semester (as in the case of D1 and D2 8-week sessions), only one right of first refusal need be extended to a bargaining unit member per semester.
   
   C) Acknowledging that the student experience is generally enhanced by students having as many of their courses as possible taught by full-time, and especially tenured and tenure-track, members of the faculty, and that the College's stability and quality as an academic institution is enhanced by a substantial and stable cadre of tenured and tenure-track faculty members, the College will make a good faith effort, by the end of this Agreement, to increase the total number of course sections taught at the College by tenured and tenure-track faculty members by three (3) percentage points over the 2014-2015 academic year, and to increase the total number of course sections taught at the College by bargaining unit members by three (3) percentage points over the 2014-2015 academic year.
Notwithstanding anything herein to the contrary, exigent circumstances shall be taken into account when considering the College’s good faith effort under this provision. During the last semester of this Agreement, the College Provost will address the Faculty Senate regarding the progress made on this subsection.

D) It is not the intent of the College or the AAUP-UC to accomplish provision C, above, by general increase in class size of the courses offered by the College. Class size limits will be established first and foremost for pedagogical purposes and are subject to the process of consultation and advice detailed in Section 8.13(c) of this Agreement.

9. LIBRARIANS

9.1 Appointments

All appointments to the position of librarian shall be made by the President on the recommendation of the Director of Library. A search committee of three will be created from the professional staff to assist and recommend candidates to the Director of Library 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 Director of Library 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 Director of Library, 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 Director of Library.

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

#### Eligibility

Librarians are eligible for continuous appointment after successful completion of the three (3) year probationary period. A librarian may apply for continuous appointment concurrent with or independent of a promotion application.

#### Procedure

Librarians under consideration for continuous appointment are responsible for updating their Summary of Professional Activities Form and submitting to the Director of Library any additional material that they think may help in consideration of their professional circumstances. The Director of Library 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 Director of Library 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 Director of Library 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 Director of Library and the Provost. In the event of an irreconcilable disagreement, the recommendations of the FAC, the Director of Library 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 Director of Library 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 Director of Library shall request a current Summary of Professional Activities from the librarian under consideration, which the Director of Library shall review prior to submission to the FAC. The Director of Library 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 Director of Library 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 Director of Library 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 Director of Library 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 Director of Library 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 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.

9.9 Librarian Emeritus Status

Upon recommendation of both the librarians holding continuous appointment, and the Director of Library, 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 Director of Library, 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 just 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 Director of Library 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 procedures established in 8.10 and subject to the grievance and arbitration procedures set forth in this Agreement. Should the College determine that dismissal is warranted, the College shall pay or continue tuition benefits for the bargaining unit member's dependents who are accepted and approved for tuition benefits at the time of the termination, until the grievance and arbitration procedures are resolved, not including any Court challenge to an Arbitrator's decision.

12. PERSONNEL FILES

12.1 The College shall maintain one official personnel file on each bargaining unit member in the office of Human Resources, provided that the Office of the Provost, having a need to know, may also maintain unofficial physical or electronic copies of appropriate portions of such files while taking reasonable precautions to protect against unauthorized disclosure. However, all materials related to promotion, tenure, and other faculty member accomplishments will be maintained in files stored in the Office of the Provost, with copies of all correspondence that communicates decisions regarding promotion and tenure placed in the official personnel file that is maintained in the Office of Human Resources.

12.2 Each bargaining unit member shall have the right to review all contents, including all work performance evaluations, in his or her Provost file, 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 or, in the case of an official personnel file, by the Vice President of Human Resources and Personnel Development 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. 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 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.

12.4 The changed designation of the official personnel file to that which is maintained by the Office of Human Resources was agreed to by the College and the AAUP-UC during negotiations for the successor to the 2011-2015 collective bargaining agreement. This changed designation does not limit the traditional use of the Provost file, School file, or Supervisory file for personnel decision making (e.g., tenure, promotion, discipline, etc.).

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. 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 will likely 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, 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.

Prior to undertaking any such outside services, the bargaining unit member shall seek approval of the Provost by providing generic written notice to the Provost describing the anticipated nature, scope and extent of such services. The Provost will review the information and confer with the bargaining unit member. Provost approval shall not be unreasonably denied. Should the Provost deny approval, the reasons for such denial shall be promptly presented to the bargaining unit member in writing, with a copy provided to the AAUP-UC. Approval will not be denied unless the Provost judges that the outside activity will interfere with a bargaining unit member’s College duties and responsibilities or is a conflict of interest with, or is in opposition to, the interests of the College.

If the Provost does not approve the request, and the bargaining unit member disagrees with that decision, the bargaining unit member may appeal to the
Hearing Committee in accordance with Section 7.2 of this Agreement. While the Hearing Committee considers the matter, the bargaining unit member may perform such outside services unless the basis of the denial of approval is a conflict of interest with the College. If the Provost withdraws his or her approval under this Section, the bargaining unit member may appeal such withdrawal to the Hearing Committee in accordance with Section 7.2 of this Agreement.

If the Hearing Committee reviews the matter and determines that the Provost’s denial was erroneous, the bargaining unit member may proceed to perform such outside services. If the Hearing Committee upholds the denial of the Provost, the bargaining unit member may not perform such services.

If the Hearing Committee determines that such services would not conflict with this Section 13.1, the College retains the right to address, through the disciplinary procedures of this Agreement, any conflict with this Section 13.1 that arises following the Hearing Committee’s determination. Similarly, if, following the bargaining unit member’s notification to the Provost (see above), the Provost determines, based on the then available information, that a conflict with this Section 13.1 would not exist, the College retains the right to address, through the disciplinary procedures of this Agreement, any conflict with this Section 13.1 that subsequently arises. Any disciplinary action pursuant to this Section must be for just cause and is subject to the grievance procedures in Article 16.

Nothing in this contract provision shall limit or infringe on a bargaining unit member’s academic freedom or right to engage in protected concerted activity under the National Labor Relations Act.

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. Bulletin boards shall also be made available for use by the AAUP-UC in the Economic Crime and Justice building, Romano Hall, the Frank E. Gannet Memorial Library, and other College branch locations not located on the Burrstone Road campus. The College shall make reasonable efforts to continue parking benefits without cost at all areas where bargaining unit members work (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. The College will provide a link on the College webpage(s) to the Utica College/AAUP-UC collective bargaining agreement.

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

2015 - 2016 ACADEMIC YEAR
Effective with the starting date of their 2015-2016 appointment, bargaining unit members employed prior to March 1, 2015 shall have their annual base salary increased by two percent (2.0%) for the 2015-2016 academic year.

2016 - 2017 ACADEMIC YEAR
Effective with the starting date of their 2016-2017 appointment, bargaining unit members employed prior to March 1, 2016, except for HEOP Personnel,* shall have their annual base salary increased by two and one-quarter percent (2.25%) for the 2016-2017 academic year.

In addition, bargaining unit members, except for HEOP Personnel, will receive a fixed sum payment of six hundred dollars ($600.00) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.
2017 - 2018 ACADEMIC YEAR
Effective with the starting date of their 2017-2018 appointment, bargaining unit members employed prior to March 1, 2017, except for HEOP Personnel,* shall have their annual base salary increased by two and one-quarter percent (2.25%) for the 2017-2018 academic year.

In addition, bargaining unit members, except for HEOP Personnel, will receive a fixed sum payment of six hundred twenty five dollars ($625.00) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

2018-2019 ACADEMIC YEAR
Effective with the starting date of their 2018-2019 appointment, bargaining unit members employed prior to March 1, 2018, except for HEOP Personnel,* shall have their annual base salary increased by two and three quarter percent (2.75%) for the 2018-2019 academic year.

In addition, bargaining unit members, except for HEOP Personnel, will receive a fixed sum payment of six hundred fifty dollars ($650.00) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

2019-2020 ACADEMIC YEAR
Effective with the starting date of their 2019-2020 appointment, bargaining unit members employed prior to March 1, 2019, except for HEOP personnel,* shall have their annual base salary increased by three percent (3.0%) for the 2019-2020 academic year.

In addition, bargaining unit members, except for HEOP Personnel, will receive a fixed sum payment of six hundred fifty dollars ($650.00) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

* Beginning December 1, 2016, and throughout the remaining term of this Agreement, HEOP bargaining unit members shall receive $47,476.00 in annual salary or the amount mandated by the U.S. Department of Labor and/or the federal government to remain classified as exempt status employees under the Fair Labor Standards Act, whichever is greater. An HEOP bargaining unit member shall not receive the negotiated increments in this Agreement during the term of this Agreement unless such HEOP bargaining unit member’s salary on November 30, 2016, along with the negotiated increases, would have been greater than the salary in the first sentence in this paragraph. At all times during this Agreement, HEOP bargaining unit members shall receive no less than the regulatory minimum salary to remain exempt employees. Notwithstanding anything to the contrary in this paragraph, there shall be no payment of retroactive salary increases to HEOP bargaining unit members due to the
provisions of this paragraph for any time prior to December 1, 2016; however, HEOP bargaining unit members shall receive the negotiated retroactive increases for 2015-2016.

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

Bargaining unit members will receive an increase to their base salary as follows for the 2015-2016 academic year: $8,500.00 for the promotion to the rank of Distinguished Professor; $7,500.00 for promotion to the rank of Professor; $5,500.00 for promotion to the rank of Associate Professor; $6,000.00 for promotion to the rank of Librarian III; and $3,800.00 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.

Effective 2015-2016 per contact hour in accordance with 8.13(a):

<table>
<thead>
<tr>
<th>Faculty Rank</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Professor</td>
<td>$1,445.61</td>
</tr>
<tr>
<td>Professor</td>
<td>$1,445.61</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$1,320.71</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$1,199.06</td>
</tr>
<tr>
<td>Professor of Practice</td>
<td>$1,199.06</td>
</tr>
<tr>
<td>Instructor</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>Librarian</td>
<td>$1,110.00</td>
</tr>
</tbody>
</table>

For each academic year thereafter, beginning in 2016-17, during the term of this Agreement, these amounts will increase by the applicable percentage of base salary increase on each successive August 15. For 2016-17, the amount also will
be cumulative based on the 2015-16 percentage of base raise (i.e., the 2016-2017 amount shall be calculated using the amount from the above compensation schedule x 1.02, then multiplying that sum by 1.0225).

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 administrating 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. Eligible bargaining unit members may take a 1-credit course reduction if such reduction is consistent with the departmental needs and scheduling permits. Such 1-credit course reduction must have approval of the School Dean.

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

<table>
<thead>
<tr>
<th>Category of Teaching</th>
<th>Load Credits/Compensation*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Study</td>
<td>1 per credit hour</td>
</tr>
<tr>
<td>Tutorial</td>
<td>2 per credit hour</td>
</tr>
<tr>
<td>Stand-alone Internship (not part of a course)</td>
<td>1 per credit hour</td>
</tr>
<tr>
<td>Graduate Thesis or Project Director or Undergraduate Honors Thesis Supervisor – Limited to two courses per thesis or project; does not include continuing registration</td>
<td>5 per thesis course</td>
</tr>
<tr>
<td>Additional Graduate Thesis</td>
<td>3 per thesis</td>
</tr>
</tbody>
</table>
or Project Reader

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

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 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 and 15 load credits equal a 1-credit course reduction, as provided in paragraph 3 of this section

The above agreed upon compensation will be retroactive to June 1, 2015 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. A bargaining unit member will be compensated up to a maximum of one three-credit overload under this formula.
The College will ascertain the number of non-traditional teaching credits held by each bargaining unit faculty member at the end of each academic year. The College shall inform each bargaining unit member of his/her accumulated non-traditional teaching credits no later than June 30 of each year. The bargaining unit member’s failure to object to and/or correct the number of non-traditional teaching credits, as determined and communicated by the College, by September 30 of the same year will result in the number becoming binding.

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 “Eligible Retiree” as used in this Article, means the following:

a) 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; or

b) 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.

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, 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 the remaining 50% to be divided into thirds and given in the second, third, and fourth quarters. HSA contributions are prorated if health insurance becomes effective after January 1st. Total yearly deposits made to HSA accounts may not exceed annual limits imposed by the Internal Revenue Service. If a member drops insurance coverage for any reason during the year,
contributions into the member’s HSA account will cease. Should a bargaining unit member have a special need for accelerated payments into his/her HSA, such bargaining unit member may make a request to Human Resources and such requests shall not be unreasonably denied.

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. Those members may otherwise choose to remain on the CDHP and have the College’s contribution given in the form of a Health Reimbursement Account deposit. The College will reimburse deductible expenses through an HRA up to 80%.

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 with respect to the terms of the health insurance plan.

Notwithstanding any other provision of this Agreement, in the event the health insurance program offered by the College violates the Affordable Care Act (“ACA”) or other applicable law, or causes the College to be subject to a penalty, tax, fee, or additional charge pursuant to the ACA or other applicable law, the parties agree that either party may reopen this Agreement with respect to the issue of health insurance only and renegotiate the terms of the health insurance provision to avoid or apportion the costs of such legal violation, penalty, tax, fee, or additional charge.

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 also 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.

19.3 Retiree Health

- Eligible 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, Eligible Retirees age 65 through 69 shall be eligible for coverage under the College’s Medicare Advantage plan at no cost to the Eligible Retiree, provided that the Eligible Retiree must have been enrolled in the plan at age 65 and federal Medicare benefits shall be applied as an offset to the plan (Medicare Parts A and B). Such coverage shall also be available to spouses or domestic partners of such Eligible Retirees who meet the eligibility requirements of the plan. Eligible Retirees ages 65 through 69 residing outside of the insurance company coverage area for more than six months in the 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.
• For bargaining unit members hired on or after June 1, 2011, Eligible 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 Eligible Retirees must have been enrolled in the plan at age 65 and federal Medicare benefits shall be applied as an offset to the plan (Medicare Parts A and B). Such coverage shall also be available to spouses or domestic partners of such Eligible Retirees who meet the eligibility requirements of the plan. Eligible Retirees ages 65 through 69 residing outside of the insurance company coverage area for more than six months in the calendar year and who have purchased a Medicare supplement plan that supplements Medicare Parts A, B and D shall receive reimbursement based on the College’s premium cost-share at the time of retirement.

• Eligible Retirees 70 or older should contact the Office of Human Resources at least two months prior to turning 70 for details concerning continuing their coverage on a full payment basis.

• Eligible Retirees who elect to discontinue coverage under the College’s medical insurance will not be able to rejoin at a later time.

• Eligible dependents of bargaining unit members will be offered COBRA when there is no longer at least one parent/guardian enrolled in the under-65 Retiree CDHP.

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 $70,000 of life insurance coverage and $70,000 of accidental death and dismemberment insurance coverage on a noncontributory basis (effective beginning 2016-2017 year). Insurance coverage over $50,000 carries a small tax liability for employees. Please refer to IRS publication 15-B for more information on Group Term Insurance coverage over-the-limits rule.

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 additional Life Insurance and/or Accidental Death and Dismemberment Program of Coverage. Details of the Plan are available from the Office of Human Resources.
The College provides $3,000 of term life insurance coverage for Eligible Retirees.

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.

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 particular designated programs. The College will notify the bargaining unit of such particular designated programs each academic year on or before February 1.

Bargaining unit members may transfer all or a portion of their remitted tuition credits 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.

Eligible 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.

Graduate Remitted Tuition

A bargaining unit member shall be eligible for a total of twelve (12) graduate credits per year (non-cumulative) at the College 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 full time benefit eligible 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. 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 benefit eligible 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 full time benefit eligible 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 benefit eligible bargaining unit members who qualify as Eligible Retirees.
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 a bargaining unit member's completion of three (3) years full time benefit eligible service, the spouses or domestic partners of such 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 benefit eligible employment immediately terminates dependent scholarship benefits for the spouse or domestic partner. However, if the bargaining unit member retires as an Eligible Retiree 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 full time benefit eligible 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.

Eligible Retirees may participate in Tuition Exchange Programs.

**Cash Grant Program**

Dependent children of bargaining unit members who have completed five (5) years of full time benefit eligible 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 the amounts below. Such grant shall continue to be paid for the aforesaid period following the death of the bargaining unit member or following the retirement of an Eligible Retiree.
The College will continue the education benefits of this Section 19.5 for eligible dependent children of eligible bargaining unit members if such bargaining unit member is dismissed and the conditions of Article 11.1 apply.

19.6 Short Term Disability Plan

The College shall provide at its expense, a Short Term Disability Plan for bargaining unit members in the event of absence from work due to occupational or non-occupational injury or sickness that prevents the member from performing each and every duty of his/her occupation. Short term disability benefits will cease at the end of the disability, or upon the earliest of twenty-six (26) weeks or the death of the bargaining unit member. For the first sixteen (16) weeks of short term disability, the eligible bargaining unit member shall receive 100% of pre-disability earnings, less applicable withholdings and deductions. After the first sixteen (16) weeks of short term disability through week twenty-six (26), the eligible bargaining unit member shall receive sixty percent (60%) of pre-disability earnings, less applicable withholdings and deductions.

During any or all of the period in which the bargaining unit member is eligible for short term disability payments under Section 19.6, if the bargaining unit member is also eligible for governmental (e.g., Worker's Compensation, Social Security Disability) or other College-sponsored disability income replacement compensation, the bargaining unit member is entitled to, and will receive, only the greater of the applicable percentage of pre-disability earnings as specified in this Section 19.6 or other disability income replacement compensation. If the percentage of pre-disability earnings is the greater amount, the College shall retain, or the bargaining unit member shall remit to the College, the other disability income replacement compensation.

19.7 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 that prevents members from performing each and every duty of his/her occupation for more than 26 weeks. If a bargaining unit member is still medically disabled after 26 weeks of Short Term Disability, the bargaining unit member may apply for Long Term Disability (in coordination with the Office of Human Resources) with the appropriate carrier. Upon the carrier’s approval of the claim, the long term disability extends through the earliest of the end of disability, Social Security retirement age, or death.
Other plan restrictions, including but not limited to benefit maximums, may apply. The eligible member shall receive 60% of pre-disability earnings less any benefit reduction, including but not limited to disability benefits under Social Security or benefits under Worker's Compensation. The College shall waive Group Life and Health Insurance premiums for the period that the member is collecting long term disability benefits.

Additional details on the College's Long Term Disability Plan are available from the College's Office of Human Resources. Nothing in this section shall diminish any benefits provided for in Section 19.6.

19.8 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, 2011, 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.

Bargaining unit members may begin contributing to their retirement on a pre-tax basis at any time. Contribution limits are set forth by the federal government and may be adjusted from time to time. Please contact the Office of Human Resources for more information and instructions.

19.9 Non Statutory Leaves

Eligibility

Upon completion of the first academic year of service, a bargaining unit member may apply for a leave of absence, with or without pay and/or benefits for: (a) personal or family circumstances which are not covered by the FMLA; (b) personal or family circumstances otherwise covered by the FMLA, if the bargaining unit member has exhausted FMLA leaves or is not then eligible for FMLA leave; or (c) meaningful enhancement of the bargaining unit member’s teaching, scholarship, service, or leadership for the benefit of the College. The Provost and Vice President for Human Resources ("VPHR") will determine, in their sole discretion, whether or not such leave will be granted and whether such leave, if granted, will be paid or unpaid and with or without benefits. The Provost
and the VPHR may waive the eligibility requirement. Leaves for birth and adoption are covered under 19.10.

Application
The bargaining unit member shall submit in writing to the Provost and VPHR the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

Time in Rank
Leaves of absence are not normally considered as periods of service in rank. The Provost may, however, in his or her sole discretion, credit the leave of absence toward time in rank. One factor the Provost shall consider when making such a determination is the meaningful enhancement of the bargaining unit member’s teaching, scholarship, service or leadership for the benefit of the College. Leaves of absence without pay for bargaining unit members employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

Length of Leave
Leaves of absence may be granted for a period not to exceed twelve (12) months. Tenured faculty and bargaining unit members with continuous appointments may submit a request to the Provost and VPHR to have such leave extended for an additional period not to exceed twelve (12) additional months. In such an instance, a request shall be submitted in writing stating the reasons for the requested extension prior to the termination of the current leave.

Fringe Benefits
If an unpaid leave is approved, a member of the bargaining unit may exercise his or her option in writing for continuance of insurance coverages at the full group rate cost, and without college subsidy, for the period of the leave. For those individuals who are eligible for the College’s long term disability insurance coverage, long term disability insurance coverage shall be extended at the College’s expense for the period of the leave.

In the event that a member of the bargaining unit who is on leave under this section is disabled while on leave, he or she shall be placed on the short-term disability leave for which he or she is eligible. In the event that said bargaining unit member qualifies for long term disability, the College shall provide such benefit pursuant to Section 19.7.

Salary Increases
The base compensation rate of a bargaining unit member shall be augmented by all general increases which he or she would have received had he or she not been on leave.
19.10 Birth and Adoption Leave

The AAUP-UC and the College recognize the importance of birth and adoption events and jointly desire to enact family friendly solutions in order to make the College a more progressive, desirable, and competitive place to work and to promote equality and balance between family life and career. Accordingly, the parties have agreed to the following policy.

In relation to a birth or adoption event, this policy will be applied for all birth and non-birth parents equally regardless of gender, sexual orientation, gender expression, and gender identity, and equally for married spouses, domestic partners, and unmarried employees.

Upon completion of the first academic year of service, a bargaining unit member is eligible for the benefits in this section. The Provost may waive the eligibility requirement.

Full paid leave will be given upon request for one semester in the same or contiguous semester as the birth or adoption event. (Adoptive parents are encouraged to plan and notify as soon as practicable.)

For tenure-track faculty members who take such leave for a birth or adoption event, the probationary period for tenure shall be extended, upon request, by one year for each such birth or adoption event, with a maximum of two such events in the probationary period.

Pre-natal disability leave policies remain in place and supplement this policy for the child-bearing bargaining unit employee.

Post-natal short-term disability leave for the child-bearing bargaining unit member shall run concurrently with this policy.

Any birth or adoption leave chosen under this policy shall run concurrently with any birth or adoption leave provided by the Family Medical Leave Act.

No bargaining unit member shall be subject to negative repercussions in evaluations, sabbatical applications, promotion, or tenure decisions for utilizing the benefits provided by this section.

19.11 Family and Medical Leave Act (FMLA)

The College’s FMLA policy which applies to bargaining unit members, and contains a summary of leave rights and employee notice and certification requirements, can be obtained from the College, with the exception of the provisions of 19.9 and 19.10 of this Agreement.
19.12 Professional Development Funds

The College shall provide funds to support professional development and activity, including conference attendance and participation, by bargaining unit members. The Faculty Resource Committee shall make recommendations regarding the distribution of these funds, subject to the approval of the Provost.

The amounts that the College will provide to the Professional Development Fund shall be as follows:

- 2016 – 2017 $97,500
- 2017 – 2018 $120,000
- 2018 – 2019 $125,000
- 2019 – 2020 $135,000

These totals may be increased as appropriate at the discretion of the President.

20 UNION SECURITY, DUES, AND FAIR SHARE FEE DEDUCTION

20.1.1 AAUP-UC Membership and Fair Share Fee

Each bargaining unit member may elect to be or not to be a member of the AAUP-UC. The AAUP-UC will represent all bargaining unit members fairly and without discrimination regardless of the bargaining unit member’s membership or lack of membership in the AAUP-UC. Therefore, each bargaining unit member, on or before thirty (30) days from the date of his/her employment or the effective date of this Agreement, whichever is later, shall either join the AAUP-UC by executing an AAUP-UC membership form and pay union dues and initiation fee (if any), or shall become a fair share fee payer and execute a payroll authorization form to pay a “fair share fee” to the AAUP-UC. The fair share fee shall be equivalent to the percentage of the amount of dues and initiation fee (if any) utilized by the AAUP-UC for collective bargaining, contract administration, grievance adjustment, and other permissible legal uses of fair share fees.

Any employee who is a member of the AAUP-UC may voluntarily withdraw his/her membership from the AAUP-UC and pay a fair share fee by giving written notice to the AAUP-UC within the fifteen (15) days May 1 – May 15 or during the fifteen (15) days prior to the expiration date of this Agreement and executing the proper fair share fee payroll deduction authorization provided for in this Article. The fair share fee shall be determined by the AAUP-UC on an annual basis. Any employee who has elected to pay a fair share fee may change his/her status to dues paying member at any time. The AAUP-UC will notify the College of such request within ten (10) days of receipt. The request for change of status will be placed in effect within two (2) payroll periods of the College’s receipt of the notice from the AAUP-UC.
20.1.2 New Hire Orientation

The College’s Office of Human Resources will, during New Hire Orientation, facilitate the enrollment of new bargaining unit employees in the AAUP-UC.

20.2 Payroll Deduction Authorization and Payment of Dues or Fair Share Fee

Upon written authorization by an individual bargaining unit member, the College shall provide for the payroll deductions of union dues and initiation fee (if any) or fair share fee and remit same to the AAUP-UC in accordance with the provisions of this Article.

20.2.1 Dues Deduction

Upon receipt of written authorization from the individual bargaining unit member of the payroll deduction form as detailed in Section 20.2 of this Agreement, the College will deduct the amount of dues from each AAUP-UC member’s payroll upon receipt of the following written authorization:

To: Utica College

I hereby authorize you to deduct and withhold from my pay check 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, 1600 Burrstone Road, Utica, New York 13502, or at whatever address the 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

20.2.2 Fair Share Fee Deduction

The College will deduct the amount of fair share payment from each bargaining unit member who has not executed an AAUP-UC membership form upon receipt of the following written authorization:

To: Utica College

I hereby authorize you to deduct and withhold from my pay check on a pay period basis, the amount specified as a fair share fee by AAUP-UC, and paid to the Treasurer of AAUP-UC, 1600 Burrstone Road, Utica, New York 13502, or at
whatever address the AAUP-UC may specify if same is changed following the
signing of the authorization. I release Utica College from any and all liability for
making this deduction from my pay.

Date:

Name – Print
Name – Signature
Social Security Number

20.2.3 College Payments Of Dues And Fair Share Fees

Only upon receipt of one of the foregoing authorizations, the College shall deduct
from the bargaining unit member’s pay either the AAUP-UC dues or fair share
fee, as the case may be, prorated for each pay period for the authorized amount
and transmit the money thus deducted for each pay period, together with a list of
the names of the employees from whose earnings the deductions were made
and designation whether the deductions were for AAUP-UC dues or fair share
fees, to Treasurer, AAUP-UC, 1600 Burrstone Road, Utica, New York 13502.

20.3 AAUP-UC Certification

The AAUP-UC shall certify in writing and submit to the College on an annual
basis the amount of its regular monthly dues and initiation fee (if any) and fair
share fee, as defined in this Article, to be deducted from bargaining unit
members’ pay checks as the case may be. If the amount of dues or initiation fee
or fair share fee changes during the term of this Agreement, the AAUP-UC shall
certify in writing to the College the nature and effective date of the change, thirty
(30) calendar days prior to such change. The 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. Indemnification shall
include attorney’s fees and the cost of litigation.

20.4 Listing of Bargaining Unit Members

The College shall provide the AAUP-UC with a semi-monthly listing coinciding
with the payroll periods of all bargaining unit employees, their pay rate for that
payroll period, and indicate whether such employee pays union dues or a fair
share fee and the amount of such payment. The College also shall provide the
AAUP-UC a listing of bargaining unit members who have been discharged,
resigned, retired, on an unpaid leave of absence, or otherwise are not receiving a
payroll check during any pay period along with the semi-monthly listing.
20.5 Membership Meetings

The College will not schedule meetings that require the attendance of bargaining unit members between 3:30pm – 5:30pm on the last Wednesday of September and February during the academic year so that the AAUP-UC may conduct membership meetings.

21. UNIT AND ADMINISTRATION MEETINGS

21.1 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.

22. ACADEMIC CALENDARS

Consistent with the by-laws of the Faculty Senate, the Executive Council will recommend to the Faculty Senate a three-year “academic calendar” at least 18 months in advance, including changes to the on-campus, extension campus, and online class schedules. Two representatives appointed by the AAUP-UC shall participate in the development of the academic calendar with the Executive Council, the ad hoc calendar committee, if any, and the Provost. The academic calendar shall be subject to the terms of this Agreement.

Beginning with the 2016-2017 academic year, the Provost and the President will take under advisement recommendations of the Faculty Senate for observing specified holidays that have cultural and educational significance.
23. SEVERE WEATHER

Utica College maintains procedures regarding the delay or cancellation of classes when severe weather conditions may compromise the safety of its students, faculty, and staff. The College will make these procedures available to all members of the college community by October 1st of each year. The College will post these procedures on its web page.

To allow sufficient notice, the College will make every reasonable effort to announce delays or cancellations by 6:00 a.m. for morning classes, by 12:00 p.m. for afternoon classes, and by 3:00 p.m. for evening classes.

The College will make delay and cancellation announcements using appropriate regional media outlets previously announced, college-wide email messages, and alerts sent to registered users of the College’s emergency notification system.

24. DURATION

24.1 This Agreement shall become effective on June 1, 2015, and shall continue in effect until May 31, 2020, 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.

25. SUCCESSOR CLAUSE

25.1 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, 2020.
26 SIGNATURES

26.1 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 the AAUP-UC:

President, Utica College President, AAUP-UC

Date: ________________ Date: ________________

by: Adam K. Pack, Ph.D.
Vice President, AAUP-UC

Date: ________________

by: Thomas A. Crist, Ph.D.
Negotiator, AAUP-UC

Date: ________________

by: Laurence G. Zoeckler, Ph.D.
Negotiator, AAUP-UC

Date: ________________