

AGREEMENT
BETWEEN THE
FACULTY FEDERATION
OF ERIE COMMUNITY
COLLEGE

NYSUT/NEA- AFT
AND THE
COUNTY OF ERIE

AND

ERIE COMMUNITY

COLLEGE 2009 - 2020

Negotiations Team:

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LEGISLATIVE REVIEW

STATEMENT UNDER 204-a OF TAYLOR ACT:

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

STATEMENT OF PURPOSE

THIS AGREEMENT made this, 23rd day of October 2015 by and between the Faculty Federation of Erie Community College (hereinafter referred to as the "Federation" or FFECC) and the County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College (hereinafter referred to as the "College") and subsequently ratified by all parties and by the County Legislature on November 19, 2015.

WHEREAS, it is the intent and purpose of the Parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the Parties hereto,

NOW, THEREFORE, it is mutually agreed to as follows:

ARTICLE 1 RECOGNITION

A. The County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College recognize the Faculty Federation of Erie Community College as the 'exclusive' bargaining agent for all of the professional employees listed below of the Erie Community College. Such recognition shall extend the periods of unchallenged representation for the maximum period authorized by law. The Employer and the Federation agree with the one-college concept.

B. Included in this bargaining unit are the following full-time classifications:

Instructional

Instructor/College Librarian/College Systems Librarian

Assistant Professor/Senior College Librarian/Senior College Systems Librarian

Associate Professor/Principal College Librarian/Principal College Systems Librarian

Professor

Distinguished Professor

Child-Care Teacher*

Non-Teaching Professionals

Counselor (Including Bi-Lingual)
Senior Counselor/Senior Bi-Lingual Counselor
Principal Counselor/Principal Bi-Lingual Counselor Coordinator of
Audio Visual
Senior Coordinator of Audio Visual
Principal Coordinator of Audio Visual
Department Advisor*
Instructional Support Staff

Non-Teaching Technical Professionals

Technical Assistant
Senior Technical Assistant
Master Technical Assistant
Mentor
Electrical Technician
Master Electronic Technician
Athletic Trainer
Assistant Child-Care Teacher*

Special Category Trainers

(See Appendix F – Police Training Memorandum of Agreement)
Police Training Professionals
Senior Police Training Professionals
Principal Police Training Professionals

* Positions not presently active in College.

C. Included in this bargaining unit are the following part-time classifications:

*Adjunct Instructional

Instructor
Assistant Professor
Associate Professor
Professor

*Non-Teaching Part-time

Librarian/Senior College Librarian/Principal College Librarian
Systems Librarian/Professor
Counselor/Senior Counselor/Principal Counselor
Mentor
Technical Assistant/NTTP
Instructional Support Staff

* Definition of Adjunct Instructional: Part-time instructional adjunct is defined as an

individual having the responsibility for between 6 and 24 contact hours per academic year to be included in the bargaining unit.

**** Definition of Non-Teaching Part-time:** Part-time non-teaching professional is defined as an individual working 19 hours or less per week. Librarians are included in this definition for the purposes of establishing part-time status and pay but are classified as instructional employees.

D. CHANGE IN JOB TITLES/SPECIFICATIONS AND NEW TITLES.

The employer agrees to provide the President of the Federation written notice within 30 calendar days prior to a change in any bargaining unit positions, titles, or function and/or specifications of the creation of any new positions, titles, or functions at the College. Upon written request by the Federation President to the College President, received within 10 working days after the date of mailing of said employer notice of change or new positions, titles, or functions, the College President shall meet with the Federation President to discuss new positions, titles, or functions prior to the implementation by the College.

It is further agreed that the parties shall negotiate the allocation of any new positions or titles, at the college to a bargaining unit.

All job descriptions will be reviewed by FFECC for accuracy and dated. All job descriptions will then be placed in a digital addendum to this agreement. Any proposed changes to job descriptions appearing in such addendum will be reviewed and jointly approved by the President of the FFECC or designee and the President of ECC or designee.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- A. Board - shall mean the Board of Trustees of Erie Community College.
- B. President - shall mean the chief executive officer of the College.
- C. College - includes all campuses, North, South, and City and any extensions of these campuses and shall mean the Administration of Erie Community College and/or the Board of Trustees.
- D. Employer - shall mean the County of Erie.
- E. Faculty-shall mean the members in the Bargaining Unit.
- F. Officer of the Federation - President of the Federation or his designee.
- G. Ratification date shall mean 10/23/15

H. Academic Unit - shall mean the college-wide areas of professional expertise and/or training which is established or amended by the College and subject to the provisions of Article 2(C), including the following:

Architectural Technology
Auto Trades/Autobody
Automotive Technology
Biology/LA Science
Biotechnological Science
Building Management & Maintenance Technology/Building Trades
Business Administration (Office Management and Administration)
Chemistry/Chemical Technology /LA Science
Civil Engineering/Construction Technology
Communication Arts
Computer Electronic Technology
Counseling Center
Criminal Justice
Dental Hygiene
Dental Lab Technology
Dietetic Technology
Early Childhood
Electrical Engineering Technology
Emergency Medical Technology
English
Fire Protection Technology/Emergency Management
General Studies
Health Information Technology
Health, Wellness & Physical Education Studies
Hospitality Management
Humanities (Language, Music, Philosophy, Art)/LA Humanities
Information Technology
Law Enforcement Training Academy (Police Academy)
Learning Resource Center (Library/Media Ctr.)
Mathematics/Computer Science/LA Mathematics
Mechanical Drafting
Mechanical Engineering/Machine Tools/Industrial Technology Manufacturing
Medical Laboratory Technology/Medical Assistant
Mental Health Assistant
Nanotechnology
Networking & Telecommunications Technology
Nursing
Occupational Therapy Assistant
Paralegal
Physics/Engineering Science/LA Science
Radiologic Technology

Respiratory Care
Social Science/International Studies/LA Social Science
Vision Care Technology
Visual Communications Technology

- I. Academic Department - a campus component of an academic unit.
- J. Distinguished Professor - shall mean a Faculty member or Adjunct Faculty member who because of special contributions in his field is appointed for one academic year or less.
- K. Seniority - is defined as the date of most recent entry into the academic unit. However, when faculty have the same seniority in an academic unit, ties will be broken by considering the years of service within the bargaining unit regardless of whether such service is continuous or discontinuous.

ARTICLE 3 MANAGEMENT RIGHTS

The Board of Trustees and the Erie County Legislature, on their own behalf of the electors of the County, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York, and/or the United States. The exercise of these rights, powers, authority, duties and responsibilities by the Board and County Legislature and adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4 FEDERATION RIGHTS

- A. Dues Check-Off and Authorization.
 - 1. The Employer agrees to deduction from the salaries of its employee's dues for the Federation as said professional employees individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Faculty Federation. Authorization and deauthorization shall be in the form provided by the Federation.
 - 2. The Federation shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer fourteen (14) days' notice prior to the effective date of any changes.
 - 3. Deductions referred to in Paragraph (1) (above) shall be made in the following manner:
 - a. One (1) "annual" payment in the first pay period of October, or
 - b. Twenty (20) payments with the first deduction being made in the first

pay period of October.

4. The Employer, following each pay period from which dues deductions are made, will transmit the amount so deducted to the Federation within fourteen (14) days. All transmittals shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
5. The Employer and the Faculty Federation agree to the provisions of the Agency Shop as provided for by New York State Law. The parties agree that:
 - a. The Employer and Faculty Federation recognize that the negotiation and administration of collective agreements and related activities entail expenses, which are appropriately shared by all employees covered by such agreements. They further recognize that the Faculty Federation by reason of its status as the "exclusive bargaining agent" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Faculty Federation. In consideration thereof, the Employer agrees to deduct starting within two (2) pay periods after the signing of this Agreement from the wages of all employees in the negotiating unit who are not members of the Faculty Federation, any agency fee in the amount equivalent to the dues of the Faculty Federation and to promptly transmit the sums so deducted to the Faculty Federation.
 - b. Deduction of this agency fee provided for in Section (1) of this Article shall be made, consistent with the dues deduction schedule of this Agreement. The Employer agrees to furnish the Faculty Federation with an alphabetical listing showing the names of all employees from whose salary such fees have been deducted. Deductions for employees in the unit who are hired after October 1 of any school year shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
 - c. The Employer and the Faculty Federation agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.
 - d. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than constituting

actual deductions made from employee wages earned.

B. Use of Facilities.

1. **Bulletin Board Posting.** The Employer will provide bulletin boards with glass doors and locks in each Faculty lounge in "G," "K," and "B" buildings together with the library and lobby of the Faculty-restaurant lounge ("S" building) on the North Campus, on the first floor of the Old Post Office one each in the lounge and dining area at City Campus, and in the Faculty Dining Room at South Campus.
2. **Mail Service.** The Federation shall have the right to use the existing inter-campus and intra-campus mail system.
3. **Federation Business Meetings.** The Employer agrees that the Administration will provide meeting space for regular monthly meetings of the Federation. Said regular monthly meetings shall be scheduled before September 15th of said year. The Administration will assign a particular room to be used at least two (2) weeks in advance of the meeting time. The Administration will provide a meeting room for special meetings of the Federation upon approval of the President, or his designee, and upon forty-eight (48) hours advance written notice to him. Said Federation meetings shall not interfere with or interrupt the operation of the College. The College will provide the FFECC with meeting/office space to conduct union business at each campus.
4. **Services and Equipment.** The Federation shall have the use of College duplicating services, computer services, and other equipment for all academic related activities, providing they not interrupt the normal operation of the College.

C. Officers' Teaching (or Work) Load.

1. During any semester in which there are negotiations for a new contract, each member of the negotiating team of five (5) members shall have a maximum teaching assignment of nine (9) hours (teaching faculty) or a maximum of twenty-one (21) work hours (non-teaching professionals).
2. The following officers will receive a reduced teaching load or compensation (at their option) at the current overload rate:

FFECC Officers	Reduced Load
President	12 contact hours/semester***
Secretary**	3 contact hours/year
Treasurer**	3 contact hours/year
Past President**	3 contact hours/year

Campus Vice Presidents**	3 contact hours/semester for North, South, and City
Committee Chairs**	Reduced Load
Grievance Chair**	9 contact hours/semester
Membership Chair**	3 contact hours/year
Legislative/Vote Cope	3 contact hours/year

** These positions are funded by the FFECC; three hours per semester of the Grievance Chair and President positions are funded by the FFECC. These reduced hours shall be offered at the discretion of the FFECC President.

*** Three hours for the President may be deferred to the summer to conduct union business.

NTTPs, Librarians, or NTPs entitled to reduced load as a result of FFECC service shall receive 7 clock hours for every 3 contact hours allocated.

D. Federation/Administration Relations.

1. The College will provide the Federation an agenda for all regular meetings of the Board of Trustees, such agenda to be available to the President of the Federation prior to the meeting. Any other such material that is made available to the public will be made available to the Federation at the same time.
2. The President of the Federation, or his designee, shall have the right to be present at all regular and executive meetings of the Board of Trustees.
3. Federation/Administration Meetings.
 - a. The President of the College or his authorized designee shall agree to consult with the President of the Federation or his authorized designee at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.
 - b. The Provost/Executive Vice-President shall meet with the campus Vice-President of the Federation at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.
 - c. It is understood that each party will submit an agenda reflecting subjects to be discussed at each of the meetings mentioned in (a) and (b) above at least five (5) workdays prior to the meeting.
 - d. In the event of an emergency, the President of the College or the Provost/Executive Vice-President may agree to additional meetings with the President or Vice-Presidents of the Federation respectively.

E. Time Off for Federation Business. The College/County agrees to grant time off to employees who are designated by the President of the Federation to attend meetings to a total of seventy (70) days per year. Employees so designated shall notify the administration prior to leaving work to attend such meetings.

F. Access to Employees. Every six months during the duration of this Agreement, the College/County shall furnish the President of the Federation a list of new employees in the Bargaining Unit. This list shall be issued by College/Erie County Personnel Department containing name, address, title and department.

Six months prior to the termination date of this Agreement, the College/County shall furnish to the Federation President a total list of employees in the Bargaining Unit and the total number of employees in each particular grade level of the salary structure.

ARTICLE 5 FEDERATION SECURITY

- A. The Employer recognizes that its employees have the right to form, join, and participate in or to refrain from forming, joining, or participating in, any employee organization of their own choosing.
- B. The Employer recognizes the Federation as the sole and exclusive bargaining agent in behalf of all employees of the College contained in the Bargaining Unit, and further agrees that there shall be no discrimination, interference, restraint or coercion by the College on behalf of or against any of its employees because of membership in the Federation.
- C. The Federation agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Federation. The Federation recognizes that no employee is required to join the Federation and every employee has the right to join or refrain from joining the Federation or withdrawing from the Federation.

ARTICLE 6 NO-STRIKE PLEDGE

The Federation recognizes the employees of the College as "public employees" and the provisions of the New York State Public Employees Fair Employment Law, Article 14 of the Civil Service Law, which prohibits strikes. The Federation asserts that it will not engage in, cause, instigate, encourage or condone a strike or concerted stoppage of work or slowdown.

ARTICLE 7 ANTI-DISCRIMINATION CLAUSE

No employee will be discriminated against because of race, color, creed, age, sex, religious affiliation, national origin or disability.

In connection with the Equal Employment Opportunity Program of the United

States, the Employer pledges its full support to Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, dated October 13, 1968, in continuing its well-established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy program the Federation enthusiastically endorses.

The parties to this agreement recognize the need for and advantages of an Affirmative Action Program in terms of filling both the mission of the College as well as the needs of the Community it serves. This being the case, the parties agree to act cooperatively towards the refinement and implementation of an affirmative action policy for Erie Community College during the life of this agreement.

ARTICLE 8 ACADEMIC FREEDOM

The College agrees that it is its responsibility to provide an atmosphere of academic freedom within the College.

ARTICLE 9 DEPARTMENT CHAIR

The academic units with department chairs are indicated below. Each Academic Department chair, assistant chair, and governance coordinator shall receive the stipend multiplier multiplied by the in-effect overload rate and the reassigned time indicated on **the chart below**. Individuals may select compensation in lieu of reassigned time, and may select reassigned time in lieu of the stipend.

Academic Department Chairs and Professors/Department Heads			
Department Chairs/Assistant Chairs	City Campus	North Campus	South Campus
Architectural Technology			6
Automotive Technology			6
Automotive Trades: Autobody Repair			6
Biology	6	6	6
Biomanufacturing		6	
Building Management & Maintenance	6		
Business Administration	12.5	12.5	12.5
Chemistry	6	6	6
Civil Engineering Technology / Construction Management Engineering Technology		6	
Communication Arts			6
Computer Aided Drafting and Design			6
Computer Repair Technology			6
Counseling Center (Student Support Center)	4.17**	4.17**	4.17**
Criminal Justice	6	6	6
Dietetic Technology		6	
Early Childhood	6		
Electrical Engineering Technology		6	

Department Chairs/Assistant Chairs	City Campus	North Campus	South Campus
Emergency Management/Fire Protection	6		
Emergency Medical Technology		6	6
Engineering Science		6	
English	9	9	9
Environmental Science / Environmental Tech Geoscience		6	
Green Building Technology Center		3**	
Health, Wellness & Phys. Ed. Studies ¹			12
Heating, Ventilation, Air Conditioning and Refrigeration		3**	
Hospitality Mngmnt: Hotel Rstrnt Mgmt / Culinary Arts	6	6	
Humanities	6	6	6
Industrial Technology		6	
Information Technology			6**
Library Resource Center	4.17**	4.17**	4.17**
Mathematics / Computer Science	9	12	9
Mechanical Engineering Technology		6	
Nanotechnology		6	
Networking and Telecommunications Tech			6

Department Chairs/Assistant Chairs	City Campus	North Campus	South Campus
Paralegal	6		
Physics	6	6	6
- Police Training Professional (2)/Sr. (1)		5**	
Social Science	9	9	9
Visual Communications - Graphic Arts & Printing			6
Asst. Chair Computer Science		6	
Asst. Chair Developmental Ed-English ¹	3**	3**	3 **
Asst. Chair Developmental Ed -Mathematics ¹	3**	3 **	3**
Asst. Chair General Studies	6	6	6
Coordinators and Governance			
Assessment-Liaison	3 **	3 **	3 **
Center for Professional Development Coordinator ¹	12 **		
College Senate ¹ -Chair	12		
College Senate ¹ -Vice Chair		6	
College Senate ¹ -Secretary		6	
Honors Program-Cordinator ¹	9 (Compensation Only)		
Middle States-Chair ¹	9		
Teacher Preparation-Cordinator ¹	3 (Compensation Only)		

¹- College Wide

** - where noted, the employee will only receive compensation, not reassigned time

1. Program Coordinator – Honors Program

The Coordinator of the Honors Program will be chosen by the Administration. That person must be from the teaching faculty.

The Honors Program Coordinator will be required to teach Honors Program courses and for purposes of the contract, the Honors Program Courses, namely HP100, HP101, HP102, and HP103. The Honors Program Coordinators will receive a stipend in lieu of reassigned time.

2. The academic units with department heads are:

- a) Child Care Laboratory
- b) Clinical Lab Tech
- c) Dental Hygiene
- d) Dental Laboratory Technology
- e) Health Information Technology
- f) Medical Laboratory Technology/Medical Assistant
- g) Mental Health Assistant
- h) Nursing
- i) Occupational Therapy Assistant
- j) Radiation Therapy Technology
- k) Respiratory Care Technology
- l) Vision Care Technology

3. Definition: Department chairs will lead all departments at the College as indicated in Article 9 (1) above. Department Chairs shall be full-time faculty members appointed from the full-time faculty within the department, will remain in the FFECC bargaining unit and shall maintain all faculty rights while serving.

4. Selection and Recall of Department Chairs: Department faculty shall recommend three names to the President by April 15th; should none of the names submitted be satisfactory, three more names will be recommended. Should none of these names be satisfactory, an appointment will be made from the remaining faculty by May 1st. Department Chairs will be subject to recall at the end of each academic year by two-thirds (2/3) vote of the full-time faculty of the academic department, or by the administration, based on evaluation outcomes. Faculty in a department will undertake no more than one (1) department chair recall vote during any academic year and the results of the recall vote will be sent to the College President and the FFECC President. If the results of the vote support recall, the notice sent to the College and FFECC Presidents shall include the name of the faculty member recommended to fulfill the remaining term of the recalled department chair.

5. Eligibility: In order to be eligible for the position of Department Chair, a faculty member must be tenured. However, when this criterion cannot be met within a department, a recommended list of names must still be submitted to the President for appointment.
6. Term of Office: Department Chairs shall serve no more than two 3-year terms. Department Chairs shall be appointed by the President by May 1st to take office at the end of the academic year. Department Chairs will serve an Academic year; however, chairs will be responsible for sixty (60) additional hours in the calendar year, as scheduled by the President or his/her designee, to fulfill their duties and responsibilities. It is understood that Department Chairs shall be available five days a week during the academic year and for not less than one office hour per day.
7. Duties and Responsibilities: The Department Chair shall be the departmental spokesperson acting as liaison between the department and the Deans/Vice Provosts, and shall be an ex-officio member of all committees.
8. Responsibilities include the day-to-day operation of the department including:
 - Planning, coordinating, and supervising all administrative and academic functions within the department
 - Student Advisement
 - Scheduling
 - Student registration
 - Evaluation of transfer credit
 - Graduation and graduation certification
 - Curriculum, program planning, development, and review
 - Conducting departmental meetings
 - Signing departmental time sheets for all full-time and part-time faculty and staff
 - Coordinating day and evening courses offered by the department
9. Supervision: The Department Chair supervises the activities of faculty, non-teaching technical professionals (NTTPs), and the secretary to the department. They shall be responsible for the faculty fulfilling their contractual obligations and will engage in the evaluation process with regard to personnel decisions such as faculty reappointment, tenure, and promotion.

Disciplinary procedures must be administrative in nature. They may be initiated by Department Chairs by submitting a written request to the appropriate Dean/Vice Provost.
10. Evaluation: Department Chairs shall be evaluated by both administration and the departmental faculty at the end of each academic year.
11. Overload Teaching - Department Chairs and Assistant Department Chairs may

teach one day overload course per semester and another which is partly on load and partly overload. These hours may be paid at the current overload rate, deferred or banked.

12. Other duties - Department Chairs and Assistant Department Chairs shall at the beginning of each semester establish a written time schedule amounting to their reduced load for their Chair/Assistant Chair responsibilities. The schedules submitted will be subject to review by both the individual's department and the Dean/Vice Provost. These hours are in addition to the office hours provided in Article 37 (5).
13. Department chairs shall participate without additional compensation in such college activities as Governance (Committee/Task Forces), Graduation, Advisement, or any other activities during the calendar year as assigned by the Administration of the College up to 40 hours. Participation will be in a minimum of four (4) hour increments for all activities outside the Academic year. Scheduling of the 40 hours will be accounted for and pre-approved by the Dean/Vice Provost. The practice of department chairs teaching one day overload course will continue through this contract.
14. No Retrenchment Clause – The College agrees that, during the life of this agreement, there will be no reduction in staff, due to any changes in the allocation of reduced load. The College will provide all adversely affected members with an alternative assignment to complement their full load. This alternative assignment may consist of, but is not limited to, the following: (where qualified) the assignment of courses in other disciplines, administrative assignments, (e.g., curriculum development, advisement activities, lab activities and research), and retraining.

ARTICLE 10 ACADEMIC UNIT ASSIGNMENT OF COURSES

All new Erie Community College course offerings shall be assigned to an academic unit. Course offerings for which no category can be defined shall be assigned to the Academic Unit of General Studies. The College President shall meet with the Federation President and discuss such new course offering prior to their implementation by the College. It is further agreed that prior to their implementation changes in any existing course offerings will be discussed upon demand by the President of the Federation to the President of the College who shall make the final determination.

Courses Outside the Academic Year: All courses outside the academic year shall be under the jurisdiction of the appropriate academic unit.

ARTICLE 11 ACADEMIC UNIT ASSIGNMENT

For purposes of appointment, reappointment, promotion, and grievance, all members of the bargaining unit will be assigned to an academic unit. The Learning Resource Center (Library/Media Center) and Counseling Center

(Student Support Center) are considered "Academic Units" of the College within the meaning of this section.

ARTICLE 12 CLASS SIZE

1. A course section is defined as a class with a maximum of thirty-four (34) students. For the purpose of assigning credit, section size will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration.
2. In academic unit labs or shops where no definable workstations exist or where equipment or space is inadequate to meet the requirements of the course, accrediting agencies, or safety standards, the maximum number of students per section will be recommended by the academic unit and approved by the President of the College or his designee.
3. Students in developmental courses will not exceed twenty-five (25) in a section.
4. Students in Public Speaking – EN114 will not exceed twenty-five (25) in a section.
5. Students in Online courses will not exceed twenty-eight (28) in a section.
6. The minimum number of students required for a class to continue past the run/cancel date shall be eight (8). Nothing in this section shall preclude the college, in its sole discretion, from continuing a class beyond the run/cancel date with less than eight (8) students or from cancelling a class with more than (8) students on the run/cancel date provided that written notice of the cancellation, including the rationale therefor, shall be given to the instructor, the department chairperson and the FFECC President.

ARTICLE 13 COMMITMENT TO OPEN-DOOR POLICY

The College is committed to an "open door" policy such that any person may be admitted who has a high school diploma or its equivalent and is certified by an academic unit as being able to benefit from the program.

ARTICLE 14 FACULTY GOVERNANCE RESPONSIBILITIES

As professionals, the Faculty of each academic unit are responsible for the operation of the academic unit. Scheduling, appointments, evaluation, counseling, advisement, curriculum development, professional development, budget proposals and the day-to-day operation of the academic unit are to be included in these responsibilities.

ARTICLE 15 FACULTY GOVERNANCE COMMITTEES

The Faculty shall have the opportunity to participate in the formulation of policy in relation to academic affairs through the committees of the Faculty as established and created by the collective bargaining agreement. The composition,

including assignment of individual faculty, procedure, scope and responsibilities, etc. of these committees, shall be specified by the College President or his/her designee unless otherwise provided in this article. These committees may deal with such areas as appointment, scheduling and class assignments, leaves and curriculum. Although the functions of such committees are advisory in nature, the parties mutually recognize their importance. Participation by assigned, appointed, or elected Faculty is voluntary, except as noted in this article. The recommendations of the committees shall be presented in the form of resolutions to the President of the College by the President of the Federation. It is agreed that should the Faculty Committees fail to adhere to the time limits in this Agreement the President of the College is released from his/her obligations in this Agreement and may proceed with his/her responsibilities concerning that committee.

ARTICLE 16 CONTACT HOURS

1. Generally, one contact hour is equivalent to fifteen (15) hours of instruction.
2. Single Section. As a basis for computing teaching load, a Faculty member will receive one contact hour of credit for each section taught during a regularly scheduled 50-minute period of instruction, except for combined sections as specified in Paragraph (3) (below). This provision applies to all sections met, whether designated as lecture, lab, shop, recitation, or other type of instructional method.
3. Team Teaching. The team teaching method of instruction may be employed where deemed appropriate by the Scheduling Committee and the Faculty members comprising the teaching team. Contact hours to be credited toward members' teaching load will be in proportion to the number of contact hours spent in class, as specified in Article 16 (1) and (2) and approved by the President or his/her designee.
4. Mini-Courses. Contact hours to be credited for course offerings less than a semester in length shall be prorated.
5. Tutorial Lab Supervision. Hours will be credited at the rate of one per contact hour. Hours will be assigned by the unit scheduling committee after the approval of the appropriate Dean.
6. Individualized instruction shall not be authorized and shall not be paid without prior written approval of the Dean and the President of the College. Faculty, who has received such advanced written approval from the Dean and the President of the College, will receive 1/6th of the overload rate set forth in Article 73(8) per contact hour. Should a student, during his/her period of individualized instruction, attend a regularly scheduled class or should such individualized instruction be modified for any reason, the Faculty member shall promptly notify the Dean of such changes. Consent of Faculty is required for individualized instructions.

ARTICLE 17 CURRICULUM COMMITTEE

A Curriculum Committee shall be established consisting of eight (8) representatives—four (4) from the Faculty (appointed by the Federation President by October 1st of each year) and four (4) from the College (appointed by the College President by October 1st of each year).

The purpose, objective, service, general duties and responsibilities of its members and the committee's procedures and timetables shall be established by the College. Service on this committee shall be mandatory for those Faculty so selected by the Federation.

ARTICLE 18 FACILITIES/FACULTY OFFICES

1. The employer will provide an office for each two (2) full-time Faculty members.
2. Within its space and budgetary limitations, the College will attempt to furnish such offices as follows: at least two (2) desks, two (2) desk chairs, two (2) side chairs, two (2) file cabinets or two file cabinets/bookcase combinations, one (1) telephone and necessary electrical outlets.
3. Within its space and budgetary limitations the College will use its best efforts to provide adjunct (part-time faculty) at each campus with access to office space, photocopying, telephone, college computer and related office supplies. Such employees shall also be provided with a lockable place to secure personal belongings based on space considerations on a first come, first serve basis at each location.

ARTICLE 19 FACULTY APPOINTMENTS AND TRANSFER COMMITTEE

1. Composition.
 - a. No later than May 15th of each year, each academic unit, by secret ballot, shall elect two (2) members from each campus to serve on the Appointments Committee within the academic unit. Where the committee has more than four (4) or more FFECC members, two (2) additional committee members will be appointed by the President of the college or his designee from administration. In the event a committee has four (4) or fewer FFECC members, the President of the college will be entitled to appoint one (1) representative from administration. Thus, the Appointments Committee within each academic unit will consist of no more than eight (8) members, two (2) from each campus and two administrators. A listing of FFECC members on such committees shall be delivered in writing to the office of the College President, Provost/Executive Vice President, Associate Vice President of Human Resources and the FFECC President by May by May 31st of each year. Term is effective June 1st of each year.
 - b. The President of the College and the Federation President may each appoint one

non-voting member to the Appointments Committee. The role of these appointees will be to advise in the screening, search and interview process leading to recommendation of three candidates to the College President.

- c. It is understood that the Appointments Committee may conduct its business of screening and interviewing candidates even in the absence of one or more members provided each such absent member was afforded a reasonable opportunity to attend. In order to conduct business with one or more absent members, the Appointments Committee must ensure that the FFECC observer is present and that at least one committee member from each represented campus is in attendance.
- d. All members of the committee will vote on the initial screen of the candidates and will participate in the selection of candidates for interviews. After the interviews, the FFECC members may request a private caucus. If the FFECC committee members and administrators agree upon a recommendation, then one recommendation will be submitted to the President of the college. If the administrators disagree with the recommendation of the FFECC committee members, the administrators may submit their own recommendation to the President of the College.

2. President's Responsibilities.

President of the College or his designee shall:

- a. Be required to give written notice to the President of the Federation of any vacancy in the bargaining unit within five (5) working days of the decision to fill such position.
- b. Make available the files of Faculty applications to the Appointments Committee.
- c. Receive the Committee recommendation and act upon it within ten (10) working days of its receipt.

3. General Considerations

- a. All units will follow the appointments procedure as established by the College.
- b. It is understood that the Faculty shall have the opportunity to make recommendations for appointments to all vacant positions within an academic unit.
- c. The College President shall give prime consideration to the recommended list of the academic unit Appointments Committee prior to making, within his sole discretion, the appointment.
- d. The Committee may recommend an appointment to the Distinguished Professor category. (See Definitions, Article 2(I).)
- e. Faculty members shall be considered to have College-wide appointments.

- f. The Faculty Federation of Erie Community College shall maintain a Transfer Committee, which shall channel Faculty requests for transfer through the President of the Federation, or his designee, to the College President, no less than thirty (30) calendar days prior to a semester.
 - g. The President's decision concerning such transfers shall be issued to the Transfer Committee, in writing, no later than fifteen (15) calendar days prior to a semester. The President's decision concerning such transfers shall not be arbitrary or capricious and the President shall give his reason for any denial of such transfer to the Faculty Transfer Committee, in writing, at the time of such denial.
- 1) The term faculty as used in this Article, means all members of the bargaining unit – Teaching Faculty, NTTPs, and NTPs.
 - 2) When a vacancy occurs, the President of the Faculty Federation of Erie Community College and the appropriate Appointments Committee shall be notified.
 - 3) The Transfer Committee shall forward names of potential transferees to the Appointments Committee.
 - 4) The Appointments committee shall either recommend or not recommend transferee(s) to the President of the College along with other applicants, if any.
 - 5) If the College President does not recommend a transferee for appointment, he shall notify the transferee in accordance with Article 19(3)(f).
 - 6) It is understood that faculty transferring campus to campus within the same academic unit shall continue in accordance with current practice.
 - 7) The faculty member shall be considered as a transferee eligible for tenure after four (4) semesters.
- 4. When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the rank of full-time faculty shall be given to the most senior part-time faculty member who applies.
 - 5. The President shall have the right to appoint up to two (2) persons per year from outside the College at a rank equal to their education as defined in Article 28 of this agreement and full-time college teaching experience of at least seven (7) years for Assistant Professor, at least eleven (11) years for Associate Professor,

or at least fourteen (14) years for Professor.

ARTICLE 20 FACULTY APPOINTMENTS

1. A full-time appointment is defined as a faculty member who is scheduled to teach more than 24 contact hours per academic year or a non-teaching professional who is scheduled to work more than 20 hours per week. A full-time faculty member shall be defined as one who receives a full-time appointment from the Board of Trustees and who is scheduled to teach more than 24 contact hours per academic year.
2. There shall be two classes of full-time teaching appointments as follows:
 - Full-time - Non-tenured
 - Full-time - Tenured
 - a. Full-time faculty shall be covered by the terms and conditions of this collective bargaining agreement as indicated below:
 - i. **Full-time - Non-tenured** - shall be covered by all terms and conditions of the Collective Bargaining Agreement subject to satisfactory evaluation/ reappointment.
 - ii. **Full-time - Tenured** - shall be covered by all terms and conditions of the collective bargaining agreement.
 - b. Full-time faculty members shall acquire tenure after completion of four (4) years of continuous full-time service from the date of original appointment. Tenure shall not be acquired or granted until the faculty member actually begins his or her first day of instruction in the semester following his or her four (4) years of continuous full-time service as required by this contract.
 - c. It is understood that during the first year of full-time employment, the President of the College may, within his or her sole discretion, choose not to reappoint a faculty member. It is further understood that if a faculty member is not reappointed for budgetary reasons, the particular position left vacant cannot be filled by another full-time appointment for a period of at least one year.
 - d. The College will notify those faculty members affected via certified mail by July 1 of the termination for the following fall semester. The College will notify those faculty members affected via certified mail by November 1 of the termination for the following spring semester.
3. A full-time temporary appointment is defined as a faculty member who is scheduled to teach more than 24 contact hours per academic year or to work more than 20 hours per week. A full-time temporary faculty member shall be defined

as one who receives a full-time temporary appointment from the Board of Trustees and who is appointed for not more than one year as a substitute in a position encumbered by another faculty member on an approved leave of absence or who is employed for a grant position for not more than four (4) years. A full-time temporary employee accrues no seniority toward tenure or permanent status except that a full-time temporary employee in a grant position for four (4) consecutive years shall be granted tenure with all rights and privileges of the agreement.

ARTICLE 21 INSTRUCTIONAL PREPARATIONS

1. In the interest of quality education, a Faculty member's instructional preparations will be limited to three (3) per semester. In cases where scheduling problems exist within an academic unit, this limit may be exceeded but only with the express written consent of the Faculty member involved.
2. Laboratory courses, whether assigned a separate course number or as part of a lecture-lab combination, will be counted as a separate preparation for purposes of this section.
3. The combination of numbers of preparations and contact hours for a single academic year shall not exceed 36. This can be waived only by the permission of the instructor.
4. There will be no additional compensation for those faculty who agree to teach additional preparations beyond the above stated limit.

ARTICLE 22 MISCELLANEOUS WORKING CONDITIONS

1. Support Staff. The College recognizes that adequate support staffs (clerks, secretaries, technicians) are necessary for Faculty to perform their responsibilities in an adequate and professional manner, and will therefore, strive to maintain current staffing levels.
2. Computer Service. Computer service shall be provided by the College to Faculty members for College-related duties and projects.
3. Lounges. Faculty and staff lounges will be available for use from 7 a.m. to 11 p.m.
4. Duplicating Services. The College will provide duplicating services for Faculty and will provide sufficient staff and equipment to insure the Faculty requests for duplication and processing of materials for regular classroom use (reprints, tests, worksheets, outlines, and lab instructions).
5. Access to Buildings. Faculty shall have access to his classrooms, office, laboratories, and storage areas where he has primary responsibilities. A Faculty member shall have access to his office, classrooms, and laboratories during other than regular working hours. A Faculty member shall contact a

Security guard for access to buildings and follow procedures established by the President.

ARTICLE 23 RECORD KEEPING

1. Responsibility and accountability for syllabi, class books, custody of class books, grades, and number and type of examinations are the obligation of the individual Faculty member. Attendance records are mandatory. Such records must be kept by the Faculty member. One correct copy will be maintained in a permanent file.
2. Course descriptions and course outlines will be the responsibility of the academic unit.
3. The selection of the textbook(s) for courses will be the prerogative of the individual Faculty member teaching the courses with academic unit approval.

ARTICLE 24 OFF-CAMPUS INSTRUCTION AND SPECIAL PROGRAMS

1. The College is committed to providing comprehensive educational services to the community, which may include off-campus or community-based instruction and special programs not permanently offered at existing campuses.
2. Full-time Faculty may be required to teach ECC courses off-campus as part of their regular load. The contract provisions relating to hours and class size will apply to off-campus programs.
3. Special programs designed to meet current demands but which may be terminated when the need is met may require the employment of part-time Faculty who possess special skills. A recommendation of such an individual shall be made by the appropriate unit appointments committee to the College President or his designee who shall make the final decision.
4. The College and Federation agree that the appointments committee must be notified of vacancies in any off-campus teaching program or assignment. However, many of these types of courses require either:
 - a. a very short availability of recruitment, selection, and appointment time or
 - b. a very special and/or technical skills required for faculty qualified to teach the course or program.
5. It is the intent and agreement of the college to immediately, upon receipt of authorization to implement such a course, notify the appropriate appointments committee of such authorization. This notice of authorization shall include any special qualifications, requirements, and/or time restraints and the appointments committee shall promptly act on the notification and promptly forward any recommendations to the President.
6. It is further agreed and understood, that if necessary, the College may fill the

position for the program prior to the receipt by the President of the recommendations from the appointments committee. Should it be necessary to so fill the position, the appointments committee shall be notified immediately.

7. Advanced Studies is the delivering of college courses to high school students utilizing the following methods:
 - a. A member of the FFECC Faculty teaches the college course to high school students in the high school or through distance learning.
 - b. High school students attend college classes on one of ECC's three campuses.
 - c. ECC authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.
8. The terms and conditions for authorizing a high school teacher to teach college credit-bearing courses are contained in **Appendix E**. It is further understood that for the College to enter into this agreement with a high school, an Academic Unit must be willing to participate in the review of the courses. The courses offered will be considered overload for faculty, but may be used as an alternative to retrenchment.
9. With respect to Advanced Studies courses, the "run/cancel" date referenced in Article 40, paragraph 7 will be the Friday at the end of the third full week after a semester begins. If ECC cancels Advanced Studies courses before that date, no financial liability will result.
10. Advanced Studies courses selected by faculty shall not count toward load requirements outlined referenced in Article 36. Since there is a risk of cancellation after the traditional run/cancel deadline, FFECC members who opt to teach Advanced Studies courses shall not have those courses count toward their teaching load for purposes of the cap or workload restrictions referenced in Article 36.
11. In the event of layoff or retrenchment, paragraph 10 shall not apply and Advanced Studies courses shall count as course load for all purposes under Article 36.
12. A faculty member may teach a maximum of six (6) Advanced Studies courses each Academic Year. The minimum number of students enrolled will be five (5).
13. Faculty shall be responsible for scheduling at least one (1) office hour per week for each course assigned which may be held at an off-campus location other than Advanced Studies, if appropriate. Expenses incurred for approved mileage, parking, and tolls will be reimbursed by the College. College automobiles, if available, will be used.
14. It is agreed and understood that in all cases except in (15) below, the appointments procedure provided for in this contract will be followed even if

it occurs after the appointment as provided in this section.

15. Off-campus courses/programs, which do not clearly belong to an existing Unit, shall be assigned to the Office of the Dean of Workforce Development.
 - a. A Unit may appeal this decision to the President of the College.
 - b. The salary rate shall be the contact hour rate.
 - c. Off-Campus Courses will be considered regular load as an alternative to retrenchment.

ARTICLE 25 PART-TIME TEACHING ASSIGNMENTS

1. Full-Time Faculty

- a. During the normal workweek of Monday-Friday and between the hours of 8 a.m. and 3 p.m., day school overload may be taken on a first refusal by seniority offering.
- b. Overload courses between the hours of 8 a.m. and 3 p.m. shall be offered equally to all faculty members on a single course basis, by seniority. If any such overload course is not accepted by any faculty members the first time it is offered, such remaining courses shall be offered again, by seniority on a single course basis to all faculty members. This process shall be followed until all faculty members have refused or can no longer accept such overload courses.
- c. Any courses that exceed the total day school overload taken by full-time faculty by 15 hours or multiples of 15 hours for two (2) consecutive semesters will require the hiring of a full-time faculty member within budgetary constraints.
- d. Full-time faculty will be given first choice of any and all courses offered by the College for which they are qualified to teach and would otherwise be taught by part-time teachers. No faculty member shall be permitted to teach more than three (3) additional courses or ten (10) contact hours beyond their assigned workload. Where two (2) or more faculty have requested the same course, the appropriate Dean shall assign such course, consistent with Article 37 (3)(c).

2. Retired Faculty Right

Any full-time faculty member who retires from Erie Community College will have the right to teach up to one course per academic semester in the year following retirement provided that:

- a. The employee must have taught the class within the last three academic years
- b. The employee must be qualified and current in the field as determined by the academic unit

- c. The employee must notify the department chair, in writing, of the class for which he/she is seeking preference; such notice must be made after full-time employees have selected their courses
- d. The preference referenced herein is limited to the class identified by the retiree and shall not transfer to any other course in the even the original class does not run or if the class is assigned to a full-time employee at run/cancel.

The retiree shall be evaluated during that academic year and, if he/she receives a satisfactory evaluation, he/she shall continue to have preference for the ensuing two years. If any course to which the retiree is assigned is cancelled, the retiree shall not have any right to bump any full-time or part-time faculty member from an assignment. These retired faculty members will be compensated at the current overload/part-time teaching rate.

3. Summer Session(s): Faculty members shall not be permitted to teach more than three (3) courses or nine (9) credit hours during any one (1) session, with no more than eighteen (18) credit hours taught during the period between the end of the traditional Spring semester and the start of the Fall semester.
4. Winter Intersession: Faculty members shall not be permitted to teach more than two (2) courses or six (6) credit hours during intersession (the period between the end of the Fall semester and the start of the Spring semester).
5. Lecture courses and their corresponding lab will be considered one course for the purposes of this article.

ARTICLE 26 PART-TIME APPOINTMENTS

1. A part-time employee is one who teaches no more than 24 contact hours per academic year or one who is employed in a non-teaching capacity, performing work, which is normally performed by employees covered by this agreement for less than 20 hours per week.
2. A part-time faculty member is one who receives a part-time appointment from the Board of Trustees and who normally is scheduled to teach 24 hours or less in an academic year.

ARTICLE 27 ACADEMIC RANK

All full-time faculty members (excluding the Technical Personnel) shall be assigned one of the following five (5) ranks:

Instructor
Assistant
Professor
Associate
Professor
Distinguished Professor

ARTICLE 28 RANK

All references to appropriate advanced study shall generally mean college courses taken at the Graduate Degree Level. For coursework other than those at the graduate degree level to be considered as appropriate advanced study, approval must be obtained from the President of the College and the President of the FFECC prior to enrollment in such courses.

1. Criteria

- a. **Rank of Instructor.** Baccalaureate degree plus Master's degree or 30 hours of appropriate advanced study and satisfactory evaluation of professional responsibilities; or
A professional certificate and satisfactory evaluation of professional responsibilities; or
A journeyman status in his/her profession as determined by the application of equivalencies in the individual academic unit and satisfactory evaluation of professional responsibilities.
- b. **Rank of Assistant Professor.** Baccalaureate degree and 30 hours of appropriate advanced study or Master's degree, two years of appropriate college teaching experience** (no part-time equivalencies) and satisfactory evaluation of professional responsibilities; or
Equivalent as determined by the application of equivalencies in the individual academic unit and satisfactory evaluation of profession.
- c. **Rank of Associate Professor.** Master's degree and five (5) years of full-time appropriate teaching at the college level (no part-time equivalencies) and satisfactory evaluation of professional responsibilities; or
Baccalaureate degree plus 30 hours of appropriate advanced study plus eight (8) years of full-time appropriate experience at least five (5) of which are full-time teaching at the college level (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.
- d. **Rank of Full Professor.** Master's degree plus 20 hours of appropriate advanced study plus seven (7) years of full-time appropriate college teaching experience (no part-time equivalencies) and satisfactory evaluation of professional responsibilities; or
Master's degree plus ten (10) years of full-time appropriate college teaching experience (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.

* Professional responsibilities are to be evaluated by the Evaluation Committees.

** For Librarian, appropriate library experience shall be substituted for appropriate teaching experience.

*** For Counselors, appropriate counseling experience shall be

substituted

for appropriate teaching experience.

**** For Coordinator of Audio Visual, appropriate audio visual experience shall be substituted for appropriate teaching experience.

Note: Police Training rank advancement addressed in Appendix. F

2. Rank Equivalencies.

- a. Equivalency of experience and significant professional achievement in lieu of the baccalaureate (128 semester credit hours) or additional semester credit hours for the ranks of Instructor and Assistant Professor only.
- b. **Applicable Work Experience.** Each year of full-time experience is equivalent to five (5) semester credit hours.
- c. **Applicable Non-College Teaching.** Each year of full-time experience is equivalent to five (5) semester credit hours.
- d. **Applicable College Teaching.** Each year of full-time experience is equivalent to six (6) semester credit hours. Every five (5) part-time contact hours is equivalent to one semester credit hour.
- e. **Journeyman Certification.** The typical journeyman certification eligibility program requires four (4) years of full-time progressive on-the-job training plus four (4) years of concurrent formal scholastic training at the rate of thirty-six (36) weeks per year with four (4) hours of class work per week and six (6) hours of outside preparation per week. Each year of required full-time preparation (2,000 hours on the job plus 360 total related) is equivalent to thirteen (13) semester undergraduate credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.
- f. **Professional Licensure.** The typical professional licensure eligibility program requires two (2) years of formal scholastic training at the rate of thirty (30) weeks per year with eighteen (18) or twenty-two (22) hours of class work per week and twenty-six (26) to thirty (30) hours of outside preparation per week...or 1,440 hours of professionally supervised laboratory and/or clinical work experience...each year of required full-time preparation (1,440 hours total) is equivalent to thirty-two (32) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.
- g. **Professional Certification.** The typical professional certification eligibility program required two (2) years of formal scholastic training at the rate of thirty (30) weeks per year with eighteen (18) to twenty-two (22) hours of class work per week and twenty-six (26) to thirty (30) hours of outside preparation per week...or 1,440 hours of professionally supervised laboratory and/or clinical work experience...each year of required full-time preparation (1,440

hours total) is equivalent to thirty-two (32) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.

- h. **Professional Engineering Licensure.** The typical engineering licensure eligibility program requires the baccalaureate in engineering plus four (4) years of applicable work experience or twelve (12) years of applicable work experience plus intensive and extensive self-study. The professional engineering licensure received after the baccalaureate is equivalent to twenty (20) additional graduate-level semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours the professional engineering licensure received without the baccalaureate is equivalent to ninety-six (96) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours (the first 36 credit hours earned before the licensure may not be counted as additional semester credit hours...semester credit hours earned after the licensure may be counted as additional semester credit hours).
- i. **Professional Architectural Licensure.** The typical professional architectural licensure eligibility program required the baccalaureate in architecture plus four (4) years of applicable work experience or twelve (12) years of applicable work experience plus intensive--extensive self-study. The professional architectural licensure received after the baccalaureate is equivalent to twenty (20) additional graduate-level semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours. The professional architectural licensure received without the baccalaureate is equivalent to ninety-six (96) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours (the first 36 semester credit hours earned before the licensure may not be counted as additional credit hours earned before the licensure many not be counted as additional semester credit hours. Semester credit hours earned after the licensure may be counted as additional semester credit hours).

ARTICLE 29 RANK ADVANCEMENT

- 1. Each September 1st all ranked faculty who have served one (1) year at the step of their job group referenced in the chart below or presently receive longevity pay and who meet minimum rank criteria and have been satisfactorily evaluated shall be advanced to the next higher rank and Job Group.
- 2. Each faculty member desiring rank advancement shall submit to the Associate Vice President of Human Resources and the President of the Federation by March 1st preceding the September 1st day, the following information:
 - a. Name
 - b. Present Rank
 - c. Current step__in Job Group__for one year or more
 - d. Advanced to__rank

- e. Step within new Job Group
- f. Statement of eligibility
- g. Evidence of eligibility (supporting documentation, including official transcripts)
- h. Signature of faculty member
- i. Date signature affixed

3. The Associate Vice President of Human Resources shall notify the individual, in writing, of the status of the faculty member's advancement no later than May 1st. Such eligible ranked faculty members so advanced will be assigned to the step in the new Job Group as follows:

JOB GROUP/STEP	FROM	JOB GROUP/STEP	TO
TECH. ASS'T/ASS'T CHILD CARE TEACHER	6-8	SR. TECH ASS'T/ASS'T CHILD CARE TEACHER	9-4
TECH. ASS'T/ASS'T CHILD CARE TEACHER	6-LA	SR. TECH ASS'T/ASS'T CHILD CARE TEACHER	9-4
TECH. ASS'T/ASS'T CHILD CARE TEACHER	6-LB	SR. TECH ASS'T/ASS'T CHILD CARE TEACHER	9-5
TECH. ASS'T/ASS'T CHILD CARE TEACHER	6-LC	SR. TECH ASS'T/ASS'T CHILD CARE TEACHER	9-5
INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN	9-7	ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-4
INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN	9-8	ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-5
INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN	9-LA	ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-5
INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN	9-LB	ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-6
INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN	9-LC	ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-6
ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-7	ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-4
ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-8	ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-4
ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-LA	ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-5
ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-LB	ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-5
ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN	11-LC	ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-6
ASSOC. PROFESSOR PRINCIPAL COLLEGE LIBRARIAN	13-6	PROFESSOR	14-4
ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-7	PROFESSOR	14-5
ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-LA	PROFESSOR	14-LA
ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-LB	PROFESSOR	14-LB
ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN	13-LC	PROFESSOR	14-LC

COUNSELOR	11-7	SENIOR COUNSELOR	13-4
COUNSELOR	11-8	SENIOR COUNSELOR	13-5
COUNSELOR	11-LA	SENIOR COUNSELOR	13-5
COUNSELOR	11-LB	SENIOR COUNSELOR	13-6
COUNSELOR	11-LC	SENIOR COUNSELOR	13-6
SENIOR COUNSELOR	13-6	PRINCIPAL COUNSELOR	14-4
SENIOR COUNSELOR	13-7	PRINCIPAL COUNSELOR	14-5
SENIOR COUNSELOR	13-LA	PRINCIPAL COUNSELOR	14-LA
SENIOR COUNSELOR	13-LB	PRINCIPAL COUNSELOR	14-LB
SENIOR COUNSELOR	13-LC	PRINCIPAL COUNSELOR	14-LC

4. Assistant Child Care Teachers and Technical Assistants will be eligible for rank advancement to Job Group 9 after completing the either: (1) the current Step VIII and earning a BS or BA degree or (2) after completing ten (10) years in Job Group 6.
5. Senior Technical Assistants and Electronic Technicians will be eligible for rank advancement to Job Group 11 after completing the current Step VIII and earning a Bachelor's degree or 150 college credits.
6. All FFECC ranks will receive a fourth increment (Longevity Step D) after completion of three (3) continuous years of service of Longevity C.

JOB GROUP/STEP	FROM	JOB GROUP/STEP	TO
ATHLETIC TRAINER	9-8	SENIOR ATHLETIC TRAINER	11-5
MENTOR	9-8	SENIOR MENTOR	11-5
COORDINATOR OF AUDIO VISUAL	9-7	SENIOR COORDINATOR OF AUDIO VISUAL	11-4
COORDINATOR OF AUDIO VISUAL	9-8	SENIOR COORDINATOR OF AUDIO VISUAL	11-5
COORDINATOR OF AUDIO VISUAL	9-LA	SENIOR COORDINATOR OF AUDIO VISUAL	11-5
COORDINATOR OF AUDIO VISUAL	9-LB	SENIOR COORDINATOR OF AUDIO VISUAL	11-6
COORDINATOR OF AUDIO VISUAL	9-LC	SENIOR COORDINATOR OF AUDIO VISUAL	11-6
SENIOR COORDINATOR OF AUDIO VISUAL	11-7	PRINCIPAL COORDINATOR OF AUDIO VISUAL	13-4
SENIOR COORDINATOR OF AUDIO VISUAL	11-8	PRINCIPAL COORDINATOR OF AUDIO VISUAL	13-5
SENIOR COORDINATOR OF AUDIO VISUAL	11-LA	PRINCIPAL COORDINATOR OF AUDIO VISUAL	13-5
SENIOR COORDINATOR OF AUDIO VISUAL	11-LB	PRINCIPAL COORDINATOR OF AUDIO VISUAL	13-6
SENIOR COORDINATOR OF AUDIO VISUAL	11-LC	PRINCIPAL COORDINATOR OF AUDIO VISUAL	13-6
SR TECH ASS'T/SR ELECT TECH	9-8	MASTER TECH ASS'T/MASTER ELECT	11-5
SR TECH ASS'T/SR ELECT TECH	9-LA	MASTER TECH ASS'T/MASTER ELECT	11-5
SR TECH ASS'T/SR ELECT TECH	9-LB	MASTER TECH ASS'T/MASTER ELECT	11-6
SR TECH ASS'T/SR ELECT TECH	9-LC	MASTER TECH ASS'T/MASTER ELECT	11-6

ARTICLE 30 REAPPOINTMENTS

1. Reappointments Committee - Academic Unit

- a. By September 30 of each year, each academic unit, by secret ballot, shall elect four (4) faculty members, with at least one (1) member from each campus where the academic unit exists, to serve as the Faculty Reappointments Committee for purposes of reappointments. A listing of such members shall be delivered in writing to the office of the College President by October 10th of each year.
- b. By November 15, this committee will review the qualification and performance as determined through the evaluation procedure established by this agreement of all members (full and part time) of the academic unit who are eligible for reappointment and shall make its recommendations on those faculty members who are not recommended for reappointment to the College Reappointments Committee and the President of the Federation. Faculty members not recommended for reappointment shall be advised in writing by the Federation President. Copies of such notice shall be simultaneously sent to the office of the College President.
- c. Recommendations for non-appointment shall be documented by records of unit consultations, reports of classroom visitations by members of the committee and written student input as may be required by the College.

2. College Reappointments Committee.

- a. By October 15 of each year, the Faculty shall elect seven (7) representatives to the College Reappointments Committee consisting of at least two (2) members from each campus. Members of this committee must have tenure. Four (4) of these members shall be elected to one (1) year terms; the other three (3) shall be elected to two (2) year terms, with one of these three (3) members from each campus. A listing of such members shall be delivered in writing to the office of the College President by October 25th of each year.
- b. The terms of office shall be two (2) years with the terms staggered so that at each annual election, three (3) or four (4) new members shall be elected.
- c. Vacancies will be filled by election.

3. Procedures for College Reappointments.

- a. No later than December 1, the academic unit Appointments Committee shall submit recommendations with written supporting documentation of qualifications and performance from each of the areas listed in Article 30 (1)(c) for reappointment from committees. The College Reappointments Committee shall review the above material and forward its recommendations to the President of the Faculty Federation of Erie Community College who will forward all recommendations to the President of the College by December 15 of each year.
- b. The President after giving full consideration to all recommendations of the College Reappointments Committee shall make his/her recommendations to the Board of Trustees.

ARTICLE 31 VACANCIES

The FFECC shall be informed through the inter-campus mail system of all vacancies at the College at least twenty (20) days prior to filling the position to permit qualified Faculty the opportunity to apply.

ARTICLE 32 RETRENCHMENT and RECALL

Faculty shall mean the members of the bargaining unit (faculty appointment/non-teaching professions/non-teaching technical professional appointment).

1. Retrenchment - Teaching Faculty

- a. Notice: In instances where the Employer determines a reduction in Faculty is required, the College will give those Faculty members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Faculty lay-offs. The College will make every effort to transfer full-time faculty to an available position. It is understood that full-time Faculty shall not be retrenched and replaced with part-time teachers.

- b. Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into an Academic Unit for full-time Faculty. However, when retrenchment occurs in Academic Units when employees have the same retrenchment seniority, the definition for seniority contained in Article 2(J) shall control.
- c. Procedure: The least senior Faculty member within the academic unit whose Faculty is being reduced shall be retrenched first. If such retrenched Faculty member is not in the academic department within which the College determines reduction is required, he/she shall be replaced from the Faculty members who are qualified to teach the same courses and are in the academic department where the reduction is so required, as follows:
 - i. The most senior qualified Faculty member who elects to so transfer.

- ii. If no qualified Faculty member so elects, the least senior qualified Faculty member shall be transferred.

2. Recall – Teaching Faculty

- a. Recall List: Tenured retrenched faculty appointment shall be placed on a recall list for six (6) years (non-tenured - three (3) years) from the date of retrenchment. Permanent non-teaching technical professional appointment shall be placed on a recall list for six (6) years (probationary - three (3) years) from the date of retrenchment. If such Faculty are competitive class employees, their inclusion into the bargaining unit shall be negotiated.
- b. Procedure: If a vacancy occurs which the Employer wishes to fill, retrenched Faculty who held at the time of their retrenchment a position in the same academic unit and the same or higher rank as the vacancy to be filled, and who appear on the recall list, shall have the right to be recalled to said position in order of greatest seniority. Faculty who are so recalled shall be placed, if they so desire, at the rank (job group) assigned to such vacancy but at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure. If retrenched Faculty do not desire said vacant position, they will continue their position and rights on the recall list until a satisfactory position becomes available.

If such recall is to a lower rank position (job group) each Faculty member shall continue to be eligible for recall to a permanent vacancy in the same academic unit and rank he/she held at the time of his/her retrenchment if he/she is qualified to teach the courses assigned to such vacancy. Faculty who are so recalled shall be placed at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure/permanent appointment.

2. Retrenchment – Non-Teaching Professionals

- a. Notice: In instances where the Employer determines a reduction in Non-Teaching Professionals is required, the College will give those Non-Teaching Professional members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Non-Teaching Professional lay-offs. The College will make every effort to transfer full-time Non-Teaching Professionals to an available position. It is understood that full-time Non-Teaching Professionals shall not be retrenched and replaced with part-time Non-Teaching Professionals.

- b. Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into an Academic Unit for full-time Faculty. However, when retrenchment occurs in Academic Units when employees have the same retrenchment seniority, the definition for seniority contained in Article

2(J) shall control.

- c. Procedure: The least senior Non-Teaching Professional member within the academic unit whose Faculty is being reduced shall be retrenched first. If such retrenched Non-Teaching Professionals member is not in the academic department within which the College determines reduction is required, he/she shall be replaced from the Non-Teaching Professional members who are qualified to perform the duties of the position and are in the academic department where the reduction is so required, as follows:
 - i. The most senior qualified Non-Teaching Professional member who elects to so transfer.
 - ii. If no qualified Non-Teaching Professional member so elects, the least senior qualified Non-Teaching Professionals member shall be transferred.
3. The Academic Units of ICD/AV (Instructional Communication Department/Audio-Visual) are solely for the purposes of lay-off and recall and shall not constitute an academic unit within the meaning of Article 2 or Article 11.

4. Recall – Non-Teaching Professionals

- a. Recall List: Tenured retrenched Non-Teaching Professionals shall be placed on a recall list for six (6) years (non-tenured - three (3) years) from the date of retrenchment.
- b. Procedure: If a vacancy occurs which the Employer wishes to fill, retrenched Non-Teaching Professionals who held at the time of their retrenchment a position in the same academic unit and the same or higher rank as the vacancy to be filled, and who appear on the recall list, shall have the right to be recalled to said position in order of greatest seniority. Non-Teaching Professionals who are so recalled shall be placed, if they so desire, at the rank (job group) assigned to such vacancy but at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure. If retrenched Non-Teaching Professionals do not desire said vacant position they will continue their position and rights on the recall list until a satisfactory position becomes available.
- c. If such recall is to a lower rank position (job group) each Non-Teaching Professional shall continue to be eligible for recall to a permanent vacancy in the same academic unit and rank he/she held at the time of his/her retrenchment if he/she is qualified to perform the duties assigned to such vacancy. Non-Teaching Professionals who are so recalled shall be placed at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure/permanent appointment.

5. Retrenchment – Non-Teaching Technical Professionals

- a. Notice: In instances where the Employer determines a reduction in Non-

Teaching Technical Professionals is required, the College will give those Non-Teaching Technical Professional members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Non-Teaching Technical Professional lay-offs. The College will make every effort to transfer full-time Non-Teaching Technical Professionals to an available position. It is understood that full-time Non-Teaching Technical Professionals shall not be retrenched and replaced with part-time Non-Teaching Technical Professionals.

- b. Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into the Academic Unit of Non-Teaching Technical Professionals. However, when employees have the same retrenchment seniority, the definition shall be the years of service with in the bargaining unit regardless of whether such service is continuous or discontinuous.

The academic unit of Non-Teaching Technical Professionals is solely for the purposes of lay-off and recall shall not constitute an academic unit within the meaning of Article 2 or Article 1.

- c. Procedure: Upon determination that a reduction must occur the President of the College or his designee, shall meet with the Federation President or his designee and identify the position title that is being eliminated. If more than one employee holds the position title to be eliminated, the least senior employee holding such position title shall be retrenched. Upon determination that a reduction must occur, the President of the College or his designee shall meet with the Federation President or his designee to review the qualifications of the Non-Teaching Technical Professional who is being retrenched. The retrenched employee's qualifications shall then be compared to the position of the least senior Non-Teaching Technical Professionals college-wide. If the retrenched Non-Teaching Technical Professional possess the minimum qualifications necessary to occupy the position of that employee, the retrenched employee shall displace the less senior employee if the retrenched employee does not possess the minimum qualifications of the least senior Non-Teaching Technical Professional position, then the above process shall be continued up the seniority list until either (a) a position is found that the retrenched employee has the minimum qualifications to fill, or (b) the retrenched employee no longer has seniority rights to exercise.
- d. For the purposes of retrenchment of Non-Teaching Technical Professionals, the qualifications of the position shall be the minimum qualifications for that position as agreed by the College President and the Federation President. These minimum qualifications shall be for the sole purpose of retrenchment, displacement, and recall for Non-Teaching Technical Professionals and the College retains the right to set qualifications for the hiring of new Non-

Teaching Technical Professionals.

- e. It is further understood that this agreement will not and does not affect the College's or County's right under the agreement and civil service law to determine qualifications for positions at the College.

6. Recall – Non Teaching Technical Professionals

- a. Recall List: Non-Teaching Technical Professionals shall be placed on a recall list for six (6) years (probationary - three (3) years) from the date of retrenchment.
- b. Procedure: If a vacancy occurs, which the Employer wishes to fill, the President or his/her designee and the President of the Federation or his/her designee shall review the qualifications of the most senior Non-Teaching Technical Professional who is on layoff. If such Non-Teaching Technical Professional meets the minimum requirements described in (c) above, the Non-Teaching Technical Professional shall be recalled to the vacant position. If none of the Non-Teaching Technical Professionals on layoff meet the minimum qualifications of the vacancy, the College may hire from outside the College. If any recalled Non-Teaching Technical Professional does not desire to be recalled to a vacant position, they will retain their position and rights on the recall list until a satisfactory position becomes available or the placement on the recall list expires.

ARTICLE 33 SCHEDULING COMMITTEE

1. Each academic department shall determine the constituency of its scheduling committee(s), to be elected by September 30th of each year. A listing of such members shall be delivered in writing to the office of the appropriate College Vice Provost by October 15th of each year.
2. By May 15 for the Fall Semester and November 15 for the Spring Semester, each Scheduling Committee shall recommend to the appropriate College Vice Provost or designee, after consultation with its own and other academic units, all courses to be offered and the specific individual Faculty schedules. Such recommendations shall allow first choice of courses and sections based on seniority within a campus department, provided they meet the requirements of the academic discipline. The College President or designee shall set the final schedules within his/her sole discretion.

ARTICLE 34 SEARCH COMMITTEES

1. When administrative vacancies occur, the President of the College will notify the President of the Federation.
2. The President of the College may request that a Search Committee be formed to assist in the screening process.

3. The composition of the Committee shall include Faculty members selected by the President of the Faculty Federation.
4. Upon determining the best qualified applicant, the Committee will transmit its recommendations to the College President, who will then take action on the appointment.

ARTICLE 35 SUPPLIES

The College shall attempt within its budgetary limitations to provide supplies and audio-visual equipment for Faculty use so that they can perform their responsibilities in an adequate and professional manner.

ARTICLE 36 TEACHING LOAD

Except for catering, musical activities, supervision of out-clinic students, coaching and special recreational programs such as camping, the following statements define the full-time teaching and workloads.

1. The normal workload shall be thirty (30) contact hours required per academic year (not to exceed eighteen (18) contact hours per semester) except as otherwise specifically provided herein. The college may add courses, laboratories, or other professional assignments to bring a faculty member's workload up to thirty (30) contact hours. Faculty may not be assigned teaching loads in excess of thirty (30) hours.
2. Faculty members who volunteer to work in excess of the normal workload and are assigned will be compensated at the contact hour rate.
3. Any Faculty member who volunteers and is assigned to teach in excess of the normal workload shall not be allowed to teach more than three (3) courses or ten (10) contact hours in any semester.
4. **LARGE LECTURE INSTRUCTION** - Faculty or administration may wish to form a large lecture for instructional purposes under the following circumstances:
 - a. Large lecture instruction shall be limited to the following seated courses and must be approved by the academic department:
 1. GO 101 American Government
 2. HI 106 World Civilizations 1
 3. PS 100 General Psychology
 4. SO 100 Introduction to Sociology 1
 - b. Departments may recommend additional courses for large lecture instruction subject to the agreement of the FFECC President and the College President.
 - c. Only tenured faculty members may participate in large lecture instruction.
 - d. Any course approved for large lecture instruction shall be designated as such by

the scheduling committee prior to course selection.

- e. Faculty members must volunteer to accept a course designated as large lecture instruction.
 - f. No faculty member shall be compelled to accept a large lecture instruction assignment.
 - g. Each faculty member may teach a maximum of one (1) large lecture instructional assignment.
 - h. Each large lecture instructional assignment shall count as one (1) seated course for the purpose of distance language limitations set forth in Article 36(6)(c) below.
5. Compensation, load or overload, for large lecture instruction will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration as follows:

35-45 students = 1.5 * contact hours

46-69 students = 1.75 * contact hours

70-72 students = 2 * contact hours

6. Compensation for Large Lecture/Combined Sections will be made when the class capacity has been exceeded by more than 3 students after the 1st day of the 4th week.

Administration may not increase the course enrollment beyond the expressly stated contractual class maximum without the express written permission of the instructor prior to the submission of course schedules.

7. DISTANCE LEARNING – MODE OF INSTRUCTIONAL DELIVERY.

- a. Distance Learning is the delivery of instructional opportunities to any location other than where the instructor is physically present and such delivery occurs through any video, audio, computer, multi-media or any combination of these in other than a traditional delivery method where the instructor is in direct physical proximity to the student. The parties recognize that distance learning is a vital component of the college curriculum and necessary for continued leadership in higher education. Therefore, the parties encourage endeavors in creating, developing, and delivering distance learning courses.

- b. Definitions - Modes of Instructional Delivery

Seated Courses: In a seated course, regular on-campus class attendance is required for the full 50-minutes per contact hour, per week, for the entire semester and is not a distance learning course.

Online Course: In an online course, students access the majority of the course material, participate in course activities, and interact with other

students and the instructor over the Internet. Faculty determines the online course material, create and administer assessments and activities, define the schedule for those activities, and assist students in their work with the course content. On-campus meetings other than the student orientation meeting at the beginning of the semester may be scheduled at the discretion of the instructor. This is the only mode of instruction eligible for the compensation provided in Article 68(10).

Hybrid Course: Effective Spring 2008, the definition for Hybrid Course shall be: In a hybrid course, a portion of the course is conducted as an online course and a portion is conducted as a regular seated class. The class meets on campus for at least 40 percent of the usual 50 minutes per contact hour per week. On-campus meetings will be defined when the course is submitted to the department scheduling committee for room scheduling purposes as well as student schedules. Hybrid courses are considered seated courses.

Web-Assisted Course: A web-assisted course is a regularly scheduled seated course, meeting the full 50 minutes per contact hour per week, but using online materials and activities to supplement the classroom work. The extent and type of online content is determined by the instructor.

- c. Faculty shall be assigned to distance learning courses in accordance with Articles 33, 36, and 37. These courses will be included in the course schedule booklet in the usual manner as specified in Articles 33, 36, and 37. A faculty member must teach at least two seated courses in their regular load. A full-time member of a unit may select one additional distance learning course as overload. This additional selection will be based on seniority providing that there has been an equitable distribution of distance learning courses within the unit to the remaining full- time faculty members.

d. **Faculty**

- 1. **Full-Time Faculty:** To provide quality distance learning opportunities to our students, a first-time Distance Learning teaching process has been developed to recruit faculty and improve implementation for faculty teaching in this format. There shall be a one-time additional compensation for learning the approved College platform at the current rate of three (3) contact hours. This shall only occur during the first time a faculty member teaches an online course. All Distance Learning faculty shall be compensated at the current overload rate. Annually, the College will provide Distance Learning faculty an opportunity during the summer for an optional professional development session at the College. This optional training session could include but is not limited to distance learning best practices, innovations, and technology updates.
- 2. **Retired Faculty:** Retired faculty may request teaching assignments in the (online) Distance Learning format within their former Unit. Retiree

selection of the online (DL) formatted courses will occur only after all (DL) qualified full-time members within the Unit have exercised his/her rights to the selection of courses in the online (DL) format within the Unit. Retired faculty members will be compensated at the current overload rate along with any other associated compensation approved for Distance Learning.

3. **Part-time Faculty:** Part-time faculty may only be utilized to teach an online (DL) course where the Unit has approved the need and all DL qualified full-time members within the Unit have exercised their rights to the selection of courses within the Unit. An approved part-time faculty member may only teach one (1) DL course per semester as part of their teaching load. Part-time faculty members will be compensated at the current overload rate for the course approved for distance learning along with a one-time payment of one and one-half (1 ½) contact hours for learning the appropriate Distance Learning platform prior to teaching a course for the first time.
- e. **Distance Learning Steering Committee:** The DL Steering Committee will be composed of eight representatives – four from the faculty and four from the College. The College representatives will be appointed by the College President and will consist of 1) one member from one of the following: Director of Communications, the Network Support Specialist, or the Network Administrator for the on-line program, 2) the Director of the Center for Alternative Course Delivery, 3) two senior executive staff members. The Faculty Federation President will appoint the faculty representatives – all four must be tenured faculty who teach in the Distance Learning Program. The NTTP assigned to the DL Program will serve as an ex-officio member of the Committee.
- f. **Online Platform:** Students must log into the entry portal, which is the agreed upon approved College platform as recommended by the DL Steering Committee. Every time students enter their course site, they must go through the entry portal. Any platform and materials used by the faculty must be ADA compliant (according to Federal Reg. 585).
- g. Courses taught as Topics course, e.g. PS 998, are subject to the College's Topics Course Guidelines.
- h. An orientation will be required for all online students, at the discretion of the instructor, during the first week of the course.
- i. Under extenuating circumstances, such as active military service, medical reasons, etc. (not vacations) online courses may be opened two weeks early with instructor approval provided the Administrative service can properly implement an early start.

The College recognizes that distance learning courses will have the needed technical support and resources to run a successful delivery system. Faculty has no responsibility to provide distance learning technology access from their home.

8. Online (DL) sections are offered as part of distance learning.
 - a. To teach an Online section, a faculty member must use an ECC-approved platform for online course delivery as the primary method of instructional delivery and must have participated in training or be deemed trained by the Vice Provost of Liberal Arts responsible for Distance Learning before offering an online section.
 - b. Faculty will have the right to teach the online course that he/she prepared and developed for four offerings within a two-year period. They will have the right of first refusal to their online course during that time frame.
 - c. An online section will be allowed to run and will not be cancelled as long as it meets enrollment requirements.
 - d. Online sections are included in the course schedule booklet and are subject to all scheduling procedures as addressed in Articles 33, 36, and 37 of the FFECC contract. When two or more faculty members serve as co-creators, they will alternate or mutually agree upon another arrangement for the right of first refusal.

9. INTELLECTUAL PROPERTY RIGHTS

- a. Intellectual Property Rights include copyrights, trademarks, trade names, trade secrets, and patents. The parties acknowledge that the form of intellectual property right which applied to most works of scholarly activity developed at the College is copyright. Copyright protection gives the owner(s) of the copyright in a particular tangible creative work the exclusive right to do, and to authorize others to do, the following:
 1. reproduce the work in copies;
 2. prepare derivative works based upon the work;
 3. distribute copies to the public by sale, license, lease, or rental; and
 4. perform or display the work publicly
- b. The College retains shared rights to specific course materials related to online course development when the College provides additional compensation as outlined in Article 69 (10).
- c. These materials include, but are not limited to, all orientation documents, teaching aids, course descriptions, course outlines, computer software, equipment utilized, and the sequencing of content modules developed for and used in the first online course offering.

- d. The College does not have rights to specific assignments or discussion questions and responses unless specifically granted by the instructor in writing.
- e. It is presumed when the College provides materials, support, and compensation for online course development, the College and the faculty equally share all rights to publication and copyrights. Neither the College nor the Faculty may negotiate for profit the sale of materials that were produced in connection with compensation and materials provided by the College without the written consent of the other party.
- f. Each creating faculty member owns all copyrights in specific assignments, questions, and responses related to the preparation or teaching of a distance learning course. When two or more faculty members serve as co-creators, they will agree in writing between or among them as to the ownership and use of such copyrighted materials.

10. GENERAL INTELLECTUAL PROPERTY RIGHTS

Except as provided in Article 36 (8), the creating faculty member or members shall own the intellectual property rights (which include the right to publish for private profit, to negotiate for manufacture and to acquire patent rights) in any traditional works of scholarly activity created by such faculty member. Such works include, but are not limited to, class notes, laboratory manuals, presentations, slides, videos, textbooks, reviews, scripts, workbooks, musical compositions, paintings, and sculptures.

- 11. **Policy Committee:** Within two (2) weeks following the final approval of this Agreement by all Parties, the President of the College and the President of the Faculty Federation shall each appoint two (2) individuals to the existing Distance Learning Steering Committee. The charge of the newly configured Committee will be to formulate a recommended comprehensive policy on Distance Learning within six (6) months from the date of its first meeting. The Committee will forward their results to the President of the College and the President of the Faculty Federation for their mutual written agreement on the final policy before it can be implemented and incorporated into the Agreement.

ARTICLE 37 TEACHING SCHEDULE

- 1. Days. Faculty members may be scheduled to teach five (5) days each week within the limits of the academic calendar. Saturday and/or Sunday assignments shall be arranged only with the written consent of the Faculty member.
- 2. Hours. Teaching assignments shall be between the hours of 7:30 a.m. and 10:30 p.m. with the first twelve (12) full-time hours per semester before 3:00 p.m. No daily schedule will exceed a seven (7) hour span. A minimum of twelve (12)

hours unscheduled will be maintained between the close of the teaching assignment on one day and the beginning of the teaching assignment of the next. Upon the recommendation of the Department's Scheduling Committee and the Faculty member's approval, the first twelve (12) full-time hours per semester do not have to be before 3:00 PM.

3. Scheduling. Refer to Governance, Article 33
 - a. Each Faculty member shall be notified of his course responsibilities at least one week prior to textbook selection date.
 - b. The Scheduling Committee will recommend all courses to be offered in consultation with other academic units. Faculty will propose courses to be assigned to make up their teaching loads on the basis of seniority, areas of professional competence and academic preparation, and equitable distribution. The Scheduling Committee will propose the teaching schedules for transmittal to the appropriate Campus Vice-Provost for determination.
 - c. The College shall attempt to equitably distribute overload, if any, among the full-time Faculty members of the academic department where such overload exists.
 - d. In cases of administrative appeal, the President of the Federation will meet with the President of the College to make a determination based on Article 37(3) (b) and the President of the College will make the decision.
4. Notification. Each Faculty member shall be notified of his teaching schedule as soon as the President or his/her designee has approved the schedule. The President of the College shall notify any one of the Federation officers prior to the cancellation of a course, attempting to reach them in the following order: President, Vice-Presidents, Secretary, or Treasurer.

Teaching Schedule Submission and Notification Dates for each Academic Year and Summer Sessions are as follows:

ACTIVITY	FALL	SPRING
Department Chairs Schedules to appropriate Administrator	October 10	February 15
Appropriate Administrators notify Department Chairs of any required adjustments	October 20	March 1
Appropriate Administrators and Department Chairs meet for scheduling refinements (room adjustments, course coverage, etc.)	November 1	March 15
Gray Schedule of Courses booklet is published showing full-time Faculty teaching assignments	November 10 – 15	April 10
On line registration for following semester	November 15 – 20	April 10 – May 1

See Appendix “J” – Memorandums of Understanding

5. Office Hours. Teaching Faculty are to maintain regular office hours to readily serve the needs of students. Hours shall be posted on the individual offices and with the appropriate administrator. The minimum number of office hours per week shall be five (5) clock hours and shall include student advisement.

ARTICLE 38 BANKING OVERLOADS

1. A Faculty member who accepts hours in excess of those specified may be compensated at the overload teaching rate or elect to bank those hours with the approval of the College President or his designee. Upon such approval, the banked hours may be used only to reduce such Faculty members load in the subsequent academic year.
2. At the end of the academic year, the Faculty member will receive from the President of the College, or his designee, a written statement itemizing the number of hours banked.
3. The banked hours shall not exceed nine (9) contact hours for teaching faculty.

ARTICLE 39 TEACHING FACULTY

It is agreed that the following provisions in Article 40 applies only to teaching faculty in the bargaining unit whose work year is determined by the academic calendar.

ARTICLE 40 ACADEMIC CALENDAR AND YEAR

1. Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall provide for 150 teaching days and ninety one (91) responsible hours for faculty whose work year is determined by the academic calendar. The responsible hours shall consist of activities set forth on the Faculty Responsible Professional Duties Matrix in Appendix H occurring during the academic year. Faculty may volunteer to provide advisement during the summer to fulfill up to eight (8) responsible hours with the prior approval of the Provost/Executive Vice President. Each academic year shall begin no earlier than one week prior to Labor Day and end no later than May 31.
2. Department Chairs shall determine the number of faculty necessary to service registration.

3. Responsible Hours for Teaching Faculty- Each faculty member shall complete the Faculty Responsible Professional Duties Matrix and submit it to the appropriate Department Chair and appropriate Dean by May 1st for the succeeding academic year. Any proposed changes to the matrix will be discussed with the faculty member. Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem.
4. A faculty member may credit hours due as outlined within the Faculty Responsible Professional Duties Matrix for advisement conducted outside of the academic year at the members' discretion and with approval of the Chair.
5. No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
6. Final grades will be available to the student four (4) working days after the last day of the semester.
7. Effective upon ratification/approval of the successor Agreement by all Parties, the President of the College and the President of the Faculty Federation shall each appoint four (4) individuals to an Ad Hoc Committee whose task will be to review the advisement process and propose an appropriate advisement schedule.
8. Summer Session

A task group selected by the FFECC will prepare a proposal, which will include a schedule of courses and calendar for the summer session to be approved by the President of the College. The Federation's proposal will be submitted during the first two weeks of January. If the proposal is unacceptable to the President of the College, then he/she has the right to determine the summer school calendar for that summer session.

Summer Session(s): Faculty members shall not be permitted to teach more than three (3) courses or nine (9) credit hours during any one (1) session, with no more than eighteen (18) credit hours taught during the period between the end of the traditional Spring semester and the start of the Fall semester. Lecture courses and their corresponding lab will be considered one course for the purposes of this article.

9. Winter Intersession: Faculty members shall not be permitted to teach more than two (2) courses or six (6) credit hours during intersession (the period between the end of the Fall semester and the start of the Spring semester). Lecture courses and their corresponding lab will be considered one course for the purposes of this article.
10. Courses Outside the Academic Year. All courses outside the academic year shall be under the jurisdiction of the appropriate academic unit.
11. Financial liability to faculty members for courses cancelled by the President or his/her designee will be the run/cancel date, as indicated on the academic calendar.

ARTICLE 41 ACADEMIC ADVISEMENT

1. Specific dates for Academic Advisement and Registration outside the two fifteen-week semesters:
 - a. Summer Period for Fall Registration:
 - i. **Third Wednesday in July* and second Wednesday in August***
 1. These dates will be included in the calendar as academic advisement and course registration days for all new and returning students who wish to register for any degree program.
 - ii. **Second Thursday in August***
 1. This date will be included in the calendar as an academic advisement and course registration day for all new and returning students in only the General Studies degree program.
 - b. Intersession Period for Spring Registration:
 - i. **Second Tuesday in January***
 1. This date will be included in the calendar as an academic advisement and course registration day for all new and returning students in the General Studies Students degree program.
 - ii. *Faculty, exclusive of department chairpersons performing their contractual responsibilities, who perform advisement services for these four dates will receive the non-instructional rate of \$25 per hour for time worked.
 - c. General Open Registration Days before each academic semester – These dates will be included in the calendar as academic advisement and registration days for all new and returning students. These dates will be considered responsible days and no additional compensation will be paid to the faculty members.
2. Academic Advisement and Registration within the two fifteen-week semesters:
 - a. Advanced Registration Period at end of each academic semester – Advanced registration for newly accepted students will take place toward the end of each semester. The specific time period should be agreed upon in advance and will follow the days set aside for the registration of returning students. This academic advisement coupled with the advanced registration will take place on a divisional basis. New students will be sent a letter from the Office of Admissions requesting new students to contact their academic department to make an individual appointment. Department chairs will be responsible for determining the number of hours, extent of coverage, and staffing needed to respond to the number of new students who have been cleared by the Office of Admissions.
 - b. Continual Academic Advisement throughout the academic semesters – Department chairs will be responsible for coordinating blanket coverage that will provide the opportunity for students to receive academic advisement on any given day during the semester. Some of the required weekly office hours will be used to provide this

coverage. General Studies Advisement will be coordinated by the Assistant Chairs for General Studies at all three campuses.

3. Academic Advisement of General Studies Students

General Studies students comprise a significant and substantial part of the ECC College Community. A major reason students choose General Studies is to explore the educational opportunities available at Erie Community College. General Studies students should be given every opportunity to learn more about individual programs from the acknowledged experts in those programs: the faculty. It is vital that all full-time faculty members, regardless of program affiliation, and other professional educators at the College support these students' interests in the largest and one of the most valuable associate degree programs at the College.

It is this faculty involvement in the advisement process that is essential because it is the faculty who are most familiar with the key elements of their own program offerings such as academic preparation required, availability of curricular options, personal aptitude, interest, level of commitment necessary to succeed, and pathway to career opportunities. Being available, through office hours and coordinated appointments, to advise General Studies students is a shared faculty responsibility.

4. Advisement/Registration Process

All first-time matriculating students, both full- and part-time, must receive academic advisement prior to registering. Academic Advisors will use the College information system where appropriate. Continued infusion of technology will have considerable impact on the process and delivery of student advisement. Monitoring such advancements made on an ongoing basis will require the attention of all parties involved.

5. Role of Mentors in Advisement Process

Mentors may be assigned to individual academic areas to assist in the advisement of new and returning students. Under the direction of faculty and others designated to sign off on academic advisement activities, the mentors will be integrated into the advisement process to offer specific services related to student advisement to the departments and students.

ARTICLE 42 SUBSTITUTE TEACHING

1. Full-time teaching Faculty members will not be required to substitute except in special circumstances as approved by the appropriate College Vice Provost.
2. When a Faculty member is absent due to illness for an extended period of time (in excess of one week), a qualified Faculty member within the academic unit may be assigned his/her teaching responsibilities and will be compensated at the overload teaching rate.
3. In the event a full-time Faculty member is not available in accordance with Paragraph (2) (above), selection of substitute Faculty may be recommended by the

Appointments Committee to the appropriate College Vice-Provost. Salary shall be the current part-time teaching rate. (See salary schedule)

ARTICLE 43 NON TEACHING PROFESSIONALS (NTP)

1. Definition.

- a. It is agreed that the following provisions under this section applies only to non-teaching professional Faculty who have a 12 month work year (e.g. Counselors and Coordinator of Audio-Visual Services) and those on an academic year (e.g. Librarians).
- b. For the purposes of this Agreement, the term "Counseling Faculty" shall include professionals whose duties involve either recruitment or admission of incoming students and/or those professions whose duties involve occupational, vocational, career, personal and social counseling of students enrolled at the College.

2. Faculty Status.

Non-teaching professional Faculty are considered Faculty for purposes of academic rank, salary, promotion, and tenure.

ARTICLE 44 NTP DAY/WEEK AND OVERLOAD ASSIGNMENTS

1. The workday for full-time non-teaching professional Faculty will be a span of eight (8) hours maximum in any given day.
2. The workweek shall be limited to five (5) consecutive days, Monday through Friday, constituting a forty (40) hour week, including a one-hour paid lunch period per day.
3. Seven (7) work hours for non-teaching professionals shall be the equivalent of three (3) contact hours of teaching.
4. All hours worked, as assigned by a supervisor, over forty hours in a workweek shall be compensated to the extent that budgetary appropriations allow, at such employee's straight-time hourly rate. In the absence of such budgetary appropriations, such employees shall receive one (1) hour compensatory time off for every hour worked over 40 hours. Compensatory time shall be taken as scheduled by the appropriate College Vice Provost.

ARTICLE 45 NTP OFFICE SPACE

The College will provide each Counseling Faculty with a private sound-proof office, a minimum of eighty (80) square feet. The following equipment will be provided for each Counseling Faculty member: one (1) single pedestal desk, one (1) desk chair, two (2) arm chairs, one (1) bookcase, one (1) filing cabinet, and a telephone.

ARTICLE 46 SUBSTITUTES FOR NTPS

Substitutes for non-teaching professional Faculty will be provided by the College for illness or leave when the absence is anticipated to exceed twenty (20) working days. The selection of all substitute non-teaching professional Faculty shall be recommended by the appropriate Appointments Committee. Substitutes shall be compensated at the part-time non-teaching rate. (See Salary Schedule Appendix A.)

ARTICLE 47 NTP FACULTY/STUDENT RATIO

The College shall strive through its budgetary process to request that the number of counselor and librarians be increased toward achieving the ratios recommended by professional organizations.

ARTICLE 48 NTP SUMMER HOURS

Each year during the period from the last Monday in June to Labor Day, the normal working hours for full-time non-teaching professionals shall be one-half hour less each day. Such one-half hour may be scheduled off at the beginning or end of the normal workday. Effective January 1, 2017, summer hours will be eliminated. For full-time and RPT employees hired prior to ratification, sixteen (16) hours of flex leave will be added to the employee's leave balance upon ratification of the contract. Employees hired after ratification shall not receive summer hours or the one-time addition of flex leave.

ARTICLE 49 NTP VACATIONS

It is agreed that employees covered by this section will not be granted vacation of more than four consecutive weeks at any one time. The yearly vacation allowance shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service not to exceed fifty (50) days.

ARTICLE 50 NTP ACADEMIC YEAR

1. Full-time non-teaching professional Faculty on an academic year shall not be responsible for duties outside of the academic year without additional remuneration.
2. Non-teaching professional Faculty on an academic year who agree to perform duties outside the academic year will be compensated at the overload non-teaching rate. (See Salary Schedule)

ARTICLE 51 NTP FACULTY - TEACHING

1. Non-teaching professional Faculty teaching courses developed within their academic units shall be given two (2) hours off his/her work load for every contact hour of teaching.
2. Non-teaching professional Faculty qualified in an academic discipline shall be permitted to make application to the appropriate academic unit for part-time assignment.
3. Part-time teaching -- See Article 25

ARTICLE 52 OTHER CONDITIONS FOR NTP

It is understood that those non-teaching professionals who are employed on a twelve (12) month calendar year (not on an academic year) are entitled to the fringe benefits as set forth in this agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Non-teaching professionals are also eligible for retirement plans (see Article 66).

ARTICLE 53 NON-TEACHING TECHNICAL PROFESSIONALS (NTPP)

1. Classification
 - a. Full-time and part-time employees in the following job grouping shall be classified as ranked professional staff:

COLLEGE	Electronic Technician
SUPPORT	Audio Technical Assistant
PERSONNEL	Institute Technical Assistant
	(Instructional Academic Unit Technical Assistant)
	Athletic Trainer & Intramural Director
 - b. College Support Personnel shall be described as employees required to provide services to the College as a whole (Faculty, Staff, Administration, and Student). Academic Unit Support Personnel shall be described as employees required to provide services to individual academic units per job description, e.g. Technical Assistant, Sr. Technical Assistant, Master Technical Assistant, Electrical Technician, Sr. Electrical Technician, Master Electrical Technician.

ARTICLE 54 NTPP WORK WEEK

The workweek for non-ranked professional staff shall be limited to five (5)

consecutive days Monday through Friday.

ARTICLE 55 NTP APPOINTMENTS

1. A full-time, non-teaching technical professional employee is defined as an employee who is scheduled to work more than 20 hours per week. There shall be two classes of non-teaching technical professionals as follows:

Full-time - probationary

Full-time - permanent

Full-time, non-teaching technical professional employees shall be covered by the terms and conditions of the collective bargaining agreement as indicated below:

- a. Full-time probationary non-teaching professional employees shall be covered by all terms and conditions of the collective bargaining agreement subject to satisfactory evaluation/reappointment.
 - b. Full-time permanent non-teaching professional employees shall be covered by all terms and conditions of the collective bargaining agreement.
2. Full-time non-teaching technical professional employees shall become permanent upon four years of continuous service from their original date of appointment. Leaves granted by the Board of Trustees shall not interrupt the continuous service requirement for permanent appointment.

ARTICLE 56 NTP WORK DAY

1. For Electronic Technicians

- a. Shift times for ETs may begin between the hours of 6 a.m. and 10 a.m. as follows:
 - i. For current employees (as of the date of ratification), the employee's current shift shall continue unless the employee and the supervisor agree to a change, or if the shift is changed as outlined in paragraph 2 below.
 - ii. For new employees (after the date of ratification), the supervisor shall establish the shift.
- b. If the supervisor determines that a change in shift is necessary to meet departmental needs, he/she will seek volunteers. If there are insufficient volunteers, the supervisor may change the shift of the least senior ET not already working the shift in question, with thirty (30) days' notice.
- c. In an emergency situation, all qualified ETs will be offered overtime. If no ETs accept the offered overtime, the work may be done by any qualified college personnel. An emergency is a sudden, unforeseen event that substantially alters the nature of planned work.

- d. For planned work activities, ETs will be given a minimum of forty-eight (48) hours' notice for overtime. If no ETs accept the offered overtime, it may be done by any qualified college personnel.
 - e. For unforeseen non-emergency events, every effort will be made to give ample notice, and overtime will be offered to all ETs.
 - f. For ETs, overtime pay will begin with the forty-first (41st) hour of work inclusive of lunches.
2. For all other NTTPs
- a. The workday for the existing non-ranked professional staff shall be limited to an eight (8) hour shift including a one (1) hour paid lunch. The work day shall be between the hours of 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m.
 - b. All hours worked as assigned over 40 hours shall be compensated to the extent that budgetary appropriations allow. In the absence of such budgetary appropriations, such employees shall receive compensatory time taken as scheduled by the appropriate College Vice President.
 - c. All hours worked as assigned over 40 hours in a work week shall be compensated as required in the FLSA (Fair Labor Standards Act). Employees will receive overtime/compensatory time at time and one half after actually working forty (40) hours. The calculations of time and one half will not include lunch hours, vacations, sick leave and/or personal leave, etc. This means that employees will not receive overtime at time and one half until they have actually worked forty (40) hours. Employees will receive straight time from 40 hours up to 45 hours including lunch hours and time and one half after the employee has actually worked 40 hours.
 - d. Work assignments for Technical Personnel in new positions will be between the hours of 8 a.m. to 10 p.m. Work assignments must be made thirty (30) days prior to the beginning of each semester. Swing shifts shall not be assigned; i.e., if an employee is assigned any hours other than 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., he/she must be assigned these hours for the entire semester, unless the employee agrees to a shift change.
 - e. The only exceptions to the above are positions which were established as full-time evening positions.

ARTICLE 57 NTTP SUMMER HOURS

Each year during the period from the last Monday in June to Labor Day, the normal working hours for full-time non-teaching technical professionals shall be one-half hour less each day. Such one-half hour may be scheduled off at the beginning or end of the normal workday. Effective January 1, 2017, summer hours will be eliminated. For full-time and RPT employees hired prior to ratification, sixteen (16) hours of flex leave will be added to the employee's leave balance upon ratification

of the contract. Employees hired after ratification shall not receive summer hours or the one-time addition of flex leave.

ARTICLE 58 NTTP VACATIONS AND OTHER CONDITIONS

It is understood that the above persons are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day

The **yearly vacation allowance** shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service, not to exceed fifty (50) days. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Technical Personnel are also eligible for retirement plans. (See Article 66)

ARTICLE 59 RPT Classification for NTTP and NTP

1. Regular Part-Time (RPT) NTP and NTTP positions are established in the following titles with the following pay rates:

NTP Title	Rate of Pay
Instructional Support Staff	In-effect non-instructional pay rate per Article 73
Counselors	Job Group 11 Salary Schedule
NTTP Titles	Rate of Pay
Technical Assistant	Job Group 6 Salary Schedule
Electrical Technician	Job Group 9 Salary Schedule
Mentor	Job Group 9 Salary Schedule
Athletic Trainer	Job Group 9 Salary Schedule

Employees will be entitled to annual step increases.

Only the titles set forth above may be classified as RPT.

- A. Leave Time – vacation, personal and sick leave will accrue at 50 percent of the rates currently provided for full-time nonteaching professionals and non-teaching technical professionals as follows:

1. Vacation: 12.5 days per year
2. Sick Leave: 7.5 days per year

3. Personal Leave: 2 days per year

B. Health Insurance –

For RPT employees hired after ratification:

1. Single Coverage – 100% employer paid coverage (Core Plus)
2. Family Coverage - 50% employer paid coverage (Core Plus)
3. RPT may not participate in the enhanced plan.

RPT employees hired before December 1, 2015 will continue to pay the same insurance premium share (CorePlus) as full time employees as set forth in Article 63.

C. Dental Insurance – same benefit as full-time employees.

D. Holidays – eight hours of pay for all contractual holidays.

E. Flex Time – will be permitted to flex work schedules with pre-approval.

2. RPT NTP/NTTPS can work between 20 and 39 hours per week.
3. The hourly rate to be paid will be based upon the negotiated pay rate for full-time NTP/NTTP's at each step.
4. RPT NTP/NTTPs will be given preferential consideration for full-time openings based solely on evaluations, education expertise, and interview.
5. Posting for RPT NTP/NTTPs will be a ten day internal posting.
6. For part-time NTP/NTTPS wishing to apply for RPT NTP/NTTP positions: when all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the RPT NTP/NTTPs shall be given to the most senior part-time NTP/NTTP who applies.

ARTICLE 60 - POLICE TRAINING PROFESSIONALS

1. Classification

- a. Full-time and part-time employees in the following job grouping shall be classified as ranked professional staff:

Police Training Professional I (both FT and RPT):	Grade 11
Police Training Professional II:	Grade 12
Senior Police Training Professional:	Grade 13
Principal Police Training Professional:	Grade 14

The job descriptions for these new titles can be found in Appendix F.

- b. The Police Training Professionals instruct police officers and recruits (civilian and sworn officers) in practices and procedures of law enforcement under the general guidance of Central Police Services under the umbrella of Erie Community College academics.

POLICE TRAINING PROFESSIONALS – HOURS OF WORK

1. Normal working hours for full-time Police Training Professionals (PTP) shall be eight (8) hours per day, 40 hours per week. The establishment of working hours shall be within the discretion of the Principal Police Training Professional provided the work week does not exceed forty (40) hours.
2. **Summer Hours.** During the period of July 1 to the second Monday in September, the normal working hours for full-time PTPs shall be one-half hour less or 7 ½ hours per day. Working hours for regular part-time PTPs shall be one quarter hour less per day. PTPs are encouraged to take summer hours on a daily basis. If the Principal Police Training Professional deems it necessary for the full-time and/or regular part-time PTPs to deviate from this policy to maintain continuous operations, a justification for this deviation must be submitted in writing to the Dean or Vice Provost outlining the procedure used in handling the PTP's time due along with the reason for deviation. The Principal Police Training Professional shall provide a complete schedule of the PTP's working hours. Under no circumstances shall the PTPs who are eligible for summer hours pursuant to this section be paid for said accumulation in other than compensatory time at the straight-time rate. It is understood that summer hours be granted only after they are accrued and taken in increments of not less than one-half day. Effective January 1, 2017, summer hours will be eliminated. For full-time and RPT employees hired prior to ratification, sixteen (16) hours of flex leave will be added to the employee's leave balance upon ratification of the contract. Employees hired after ratification shall not receive summer hours or the one-time addition of flex leave.

COMPENSATORY TIME.

- a. PTPs hired prior to September 1, 2007, shall be paid at their straight-time hourly rate and earn compensatory time off at the rate of time and one-half for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours per week. PTPs may accumulate up to a maximum of 80 hours of compensatory time. Compensatory time shall be approved by the Principal Police Training Professional and the Vice Provost or his/her designee.
- b. PTPs hired after September 1, 2007, shall be paid at their straight-time hourly rate and earn compensatory time hour for hour for each hour worked in excess of eight (8) hours in a work day or in excess of forty (40) hours per week. PTPs may accumulate up to a maximum of 80 hours of compensatory time. Compensatory time shall be approved by the Principal Police Training Professional and the Vice

Provost or his/her designee.

ARTICLE 61 POLICE TRAINING PROFESSIONALS VACATIONS AND OTHER CONDITIONS

It is understood that the above persons are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day unless the College is in session on that day and will receive, at their option, either the leave at another time or payment for the holiday worked.

The yearly vacation allowance shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service, not to exceed fifty (50) days. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Technical Personnel are also eligible for retirement plans. (See Article 66)

Individuals hired Spring Semester 2007 will be grandfathered into the FFECC from the County Police Services shall accumulate vacation time based on total years of service in the police services area. All future employees will follow the Erie Community College and the FFECC contract at the time of hiring.

An additional compensation of \$1,000 will be paid for training each civilian academy per semester.

The College will grant the waiver necessary under the NYS Employees Retirement System to allow existing qualified retired ranked police officers to continue working for the College with no cap imposed on salary.

Compensation for work outside the Police Academy will be paid at the current FFECC overload rate.

Part-time PTPs will be paid at the adjunct rate of \$25 per hour and will be limited to no more than 19 hours per week.

Class size. A maximum of 32 students will be allowed for Civilian Academy classes. The class size for sworn officers will be based on department recommendations. The class size of all courses will be based on space considerations and safety concerns where appropriate.

Department Chair. The Police Training Services Program Department Chair will receive compensation of \$2,500 per semester.

Rank Advancement. All full-time members of the Police Training Services Department are eligible for rank advancement.

ARTICLE 62 POLICE TRAINING PROFESSIONALS OFFICE SPACE

1. The College will provide an office for each two (1) full-time Police Training Professionals.
2. Within its space and budgetary limitations, the College will attempt to furnish such offices as follows: at least two (2) desks, two (2) desk chairs, two (2) side chairs, two file cabinets or two (2) file cabinets/bookcase combinations, one (1) telephone, and necessary electrical outlets.

ARTICLE 63 INSURANCE

It is understood and agreed that the terms of the 2005-2009 collective bargaining agreement related to health insurance premiums were in effect through 12/31/15.

1. Bargaining unit members shall be eligible to enroll in the following Labor-Management Healthcare Fund (LMHF) plans: Core, Core Plus, Enhanced, Value and Highly Deductible Health Plan (HDHP). The description of each plan's benefits is attached hereto as Appendix C.
2. Effective January 1, 2016, the Core Plus Plan shall become the base plan; employees may buy up to the Value, Core or Enhanced plans at their own cost.
3. For employees who enroll in the HDHP, the College will contribute 50% of the difference in cost between the Core Plus premium and the HDHP premium into the employee's 105h account.
4. Effective 1/1/16, the employer shall pay the following percentage of the Core Plus premium for the level of coverage (family, double or single) selected by the employee:

Effective 1/1/16	
Hired before 1993	95%
Hired on or after 1/1/93 but before 1/1/07	90%
Hired after 1/1/07	85%
Effective 9/1/16	
Hired before 1993	92.5%

Hired on or after 1/1/93 but before 1/1/07	87.5%
Hired after 1/1/07	85%
Effective 9/1/17	
Hired before 1993	90%
Hired on or after 1/1/93 but before 1/1/07	85%
Hired after 1/1/07	85%
Effective 9/1/18	
Hired before 1993	85%
Hired on or after 1/1/93 but before 1/1/07	85%
Hired after 1/1/07	85%

5. Employees will pay the remaining share of the premium through payroll deduction on a pre-tax basis.
6. An employee hired for a ten month full time teaching position who works for the full academic year shall be deemed to have earned health insurance through August 31st.
7. Open Enrollment: Employees may select from among the insurance plans annually during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
8. ECC will offer insurance to Adjuncts who are deemed full time as defined by the Affordable Care Act and the accompanying regulations and guidelines as follows:
 - a. ECC will identify those FFECC employees who meet the ACA threshold of thirty (30) hours per week using the one year look back method prescribed by the Internal Revenue Service, along with any guidance as to the calculation of the hours worked.
 - b. ECC will notify the FFECC of the names of such individuals.
 - c. Eligible employees will be offered the opportunity to participate in the Labor- Management Health Care Fund Bronze plan and purchase single coverage for the plan year January 1 to December 31.
 - d. Employees participating in this plan will contribute 9.5% of salary each pay period for the premium until the total annual cost of the annual premium for the single plan is met. If employee contributions are insufficient to pay the entire cost of the premium, the remainder of the premium, if any, will be paid by the employer.
 - e. If the provisions in the ACA are changed in a manner that alters the affordability calculation, or hours worked calculation, the employee/employer formula for eligibility and contribution will be changed to comport with the new calculation.
9. Under all of the provisions in the agreement, "Retirement and "Retire" means that the individual is eligible to retire and begin receiving benefits without penalty under the terms of the New York State Retirement plan (including TIAA-CREF) in which he/she

is enrolled through the College.

10. Effective for individuals retiring on or after January 4, 2016, the Core Plus Plan will become the base plan in retirement.
11. Employees hired prior to ratification with ten years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and shall pay 50% of the health insurance premium in retirement with the employer paying 50%.
12. Employees hired prior to ratification with fifteen years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and shall pay 15% of the health insurance premium in retirement with the employer paying 85%.
13. Employees hired prior to ratification with at least ten (10) years of service will be compensated for sick hours as follows:

<1500 hours = 0

1501 – 2100 hours = \$10.00 per hour from the first hour

2101 – 3000 hours = \$20.00 per hour from the first hour

For those retiring on or after August 31, 2020, the maximum value of the sick hours will be \$39,000.

The amount shall be credited an IRS Section 105h account (HRA) for unreimbursed medical expenses and premium share. The maximum an employee may withdraw from the HRA in any calendar year shall be an amount equal to the premium cost of the Core Plus plan for active employees in that calendar year. In the event of the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

Employees who are retirement-eligible and have more than five (5) years of service may exercise their retirement option prior to January 1, 2016 in order to retire under the terms set forth below.

14. For employees **hired before January 1, 2007, who retire before January 4, 2016**, the employer shall pay 75 percent of the monthly premium Core Plan rate for eligible employees who retire from County service with 1,600 hours or less of accumulated sick leave. Employees **hired before January 1, 2007, and who retire before January 4, 2016**, with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

Employees who retire with 1,700 hours accumulated shall receive 80 percent. Employees who retire with 1,800 hours accumulated shall receive 85 percent. Employees who retire with 1,900 hours accumulated shall receive 90 percent. Employees who retire with 2,000 hours accumulated shall receive 95 percent. Employees who retire with 2,100 hours accumulated shall receive 100 percent.

The County shall provide single, double, or family coverage. Double or family coverage will be provided upon written documentation.

For employees **hired after January 1, 2007, and who retire before January 4, 2016**, the employer shall pay 75 percent of the monthly premium Core Plan rate for eligible employees who retire from County service with 1,700 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

Employees who retire with 1,800 hours accumulated shall receive 80 percent.
Employees who retire with 1,950 hours accumulated shall receive 85 percent.
Employees who retire with 2,100 hours accumulated shall receive 90 percent.
Employees who retire with 2,250 hours accumulated shall receive 95 percent.
Employees who retire with 2,400 hours accumulated shall receive 100 percent.

The County shall provide single, double, or family coverage. Double or family coverage will be provided upon written documentation.

15. Employees who retire under this agreement may exchange accrued compensatory time and/or vacation time for sick credits at the time of retirement up to a maximum of 2,100 hours. The maximum annual accrual caps for sick leave are eliminated.
16. No employer contributions to retiree health insurance shall be provided to employees hired post-ratification. Retiree health insurance plans shall be made available to post-ratification hires who retire with twenty (20) years of service; the retiree shall be responsible for 100% of the premium. Employees hired post-ratification, who retire from the College shall be entitled to the following amounts;

Sick Leave	Amount (tied to JG 11 step 1)
1800 hours of sick leave	\$21,660 current value 50%
2100	\$8,664
2400	\$6,498
2700	\$3,465
3000	\$3,033
Total	\$43,320

Funds shall be placed in an IRS Section 105h plan (HRA). Unused funds shall accumulate from year to year with no maximum. Upon the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

Any current employee (hired pre-ratification) who notifies the college, in writing, by December 31, 2015, shall have the option of waiving his/her retirement health insurance benefits pursuant to Article 63(13) and elect to participate in the benefits set forth in this section.

17. Each employee and covered dependent or spouse is required to obtain an LMHF Medicare wraparound product when first eligible.
18. The parties hereto agree to revise certain policies regarding maximum accruals for

compensatory time and vacation. The College/County agrees to establish a separate insurance premium account for employees who reach maximum compensatory time and vacation accruals under existing County policies, and collective bargaining agreements. Employees will be permitted to place any accruals in excess of the existing maximums into the insurance premium account. Any accruals placed in such account will count toward the sick leave totals under paragraphs 13 and 14 hereinabove. IPA banks will be frozen as of the date of ratification. The bank may be utilized toward the sick leave accrual if necessary to reach hours toward health insurance under the expired agreement, if applicable. For employees with an existing IPA bank retiring after 1/4/16, the IPA bank may be used to supplement sick leave hours to a maximum of 3000 hours upon retirement. No further IPA will be accumulated by any employee after ratification of the current collective bargaining agreement.

19. The attached health benefits summaries cannot be changed without the approval of the Labor-Management Health Coalition.
20. In the event an employee is disabled from work by accident or illness, the employer agrees to continue his health insurance coverage for the length of his accumulated sick leave plus ninety (90) days thereafter.
21. The employer shall provide the GHI Spectrum Plus Full Basic (diagnostic and preventative) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. Any premium costs above those costs set forth in this section shall be paid by the employee on a bi-weekly payroll deduction. The employer shall provide for 100 percent orthodontics and 100 percent prosthetics coverage, in addition to the Full Basic Plan indicated above. The employer shall pay the percent or the rate in effect January 1, 2016 per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a bi-weekly payroll deduction. The employer shall provide the GHI Preferred Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee.

22. Waiver Payments:

For employees currently receiving the waiver and eligible to be covered by another ECC employee, the waiver amount shall remain as is in the expired agreement until August 31, 2016.

Effective January 1, 2017, if the FFECC member is receiving a waiver because he or she is covered by a spouse who is also employed at ECC, the employee will be ineligible for any waiver.

Upon ratification, increase waiver amounts to single coverage at \$150 a month and \$300 per month for waiver of family coverage for those employees who are not covered by a spouse or family member who is also employed at ECC.

23. Insurance Welfare Fund.

The Federation may, after consultation with insurance representatives, have an additional deduction for an insurance welfare fund. The College/County will make available a tax sheltered annuity program contingent upon the following:

- a. All respective costs under such program is the district obligation through payroll deduction, of the participating employees.
- b. Such program is effective only if, and so long as, the percentage of employee participation required under such program is maintained.
- c. The implementation and continuation of such program is contingent upon there being no additional costs, direct or indirect, to the County over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.

24. Wellness

Effective 9/1/16, ECC will match any amount contributed by LMHF to an HRA account for employees for Phase I and Phase II wellness activities up to a maximum amount per calendar year of \$50 for Phase I and \$50 for Phase II.

ARTICLE 64 ADDITIONAL FRINGE BENEFITS

- 1. The County agrees to a Credit Union payroll deduction for members of the Federation.
- 2. College Courses. All members of the Bargaining Unit upon approval of the President or his designee may be permitted to register for and attend, tuition free, any course on any campus provided space exists and provided that such attendance in no way interferes with his official duties. Such approval will not be unreasonably withheld.
- 3. Family Tuition Assistance. Effective with the signing of this agreement, and during the duration of such agreement, the child(ren) and/or spouse of full-time faculty members will be provided tuition waivers for enrollment as full-time students in the college with the intent to remain full-time students in the semester in which they enroll. The waiver is subject to the following conditions.
 - a. The student must apply for both PELL and TAP. The waiver will cover the difference between PELL and TAP awards and the actual costs of tuition to the college.
 - b. The waiver is limited to tuition charges only. The student is responsible for all other fees, books, and charges that are set by the college.
 - c. Enrollment of any child(ren) and/or spouse of a full-time faculty member will not be utilized in the calculation of class size for the purposes of additional compensation. (See Article 12 regarding class size or Article 36 regarding teaching load.)

ARTICLE 65 LEAVE TIME

- 1. **Sick Time.**
 - a. All full-time employees in the Bargaining Unit shall earn sick leave at the rate of 1 1/4 days per month. The accrual of sick leave is uncapped.

Monthly Sick Leave Accruals	
Instructional Faculty paid over 10	4.84 hours per pay
Instructional Faculty paid over 12	3.91 hours per pay
Non-Teaching Professionals	3.91 hours per pay
Non-Teaching Technical Professionals	3.91 hours per pay
Mentors	3.91 hours per pay
Police Professionals	3.91 hours per pay

- b. Reasons for Granting of Sick Leave.
 - i. Sickness or Injury.
 - ii. Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include parent, spouse, brother, sister, children, or grandparent; or other relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certifying to the necessity for the attendance of the employee, shall be filed with the Human Resources Department of the College if the absence is for a period of time greater than two days.
 - iii. Quarantine Regulations.
 - iv. Medical or Dental Visits.
 - v. Provisions of this article apply to pregnancy.
- c. Sick Leave Credits. A credit for sick leave under this provision shall be allowed at the rate of one and one-quarter ($1\frac{1}{4}$) workdays per month for each month of service as above indicated. Sick leave which is not used shall continue to accumulate until employment is terminated at the College.
- d. Extended Sick Leave. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the President of the College and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Commissioner of Personnel in excess of a period of five (5) months in addition to the sick leave accumulated by such employee. Employees shall be eligible only for the additional periods of sick leave granted in accordance with this provision. A leave of absence without pay or a resignation followed by reinstatement within one (1) year shall not constitute an interruption of continuous service.
- e. Notice of Absence of Sick Leave. When absence is required under this provision, the employee shall report same to the President or his designee at least one-half ($1/2$) hour before the start of his scheduled day.
- f. Verification and Proof of Illness. A certificate or affidavit, showing incapacity and inability of the employee to perform his duties, issued by the attending physician, shall be filed with the College Personnel Office in case of absence of more than five (5) consecutive working days. If an employee fails to submit

proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

- g. **Sick Leave Records and Reports.** The College shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all College employees shall be maintained in the College Personnel Office. Every leave of absence granted shall be promptly reported to the College. Every payroll, before being certified, shall bear suitable notations for sick leave, shall accompany the original copy of the payroll and shall be filed in the College Personnel Office. The Personnel Office of the college shall give to all employees a record of the accumulated sick leave credits every six months.
- h. **Transfer of Sick Leave Credits.** In the case of transfer, accumulated sick leave shall be transferred with the employee and he shall receive credit in the unit to which he is transferred.
- i. **Reinstatement of Sick Leave.** When an employee is reinstated in the College/County service in the same job title within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.
- j. **Absence for Less than One-Half Day.** Absence for less than a half work day shall not be chargeable to sick leave.
- k. **Medical or Dental Visits.** In the case of emergency, when circumstances require that visitations be made during working hours, time off for medical or dental visits shall be granted by the President or his designee after notification by the employee, such absence to be deducted from accumulated sick leave in units of not less than one-half day.

2. **Catastrophic Illness Bank.** Any tenured member of the FFECC bargaining unit may apply for catastrophic illness days from the leave bank. The bank will be established, maintained, and administered on the following basis:

- a. Each tenured member of the bargaining unit may contribute up to 20 days, one time per year, on July 1st, by written notice to the College Human Resources Department. Any such contribution shall be a permanent contribution and shall not be retrievable at any time thereafter. Employees who donate sick leave days to the catastrophic illness bank will not be penalized for donations due to the elimination of the cap on sick leave.
 - i. The maximum number of days in the bank shall be 500 days at any one time.
 - ii. A record of the disbursements and balances in the bank shall be maintained by the Human Resources Office. FFECC President must receive a list of donations and disbursements bi-annually.
- b. A committee shall be established to maintain and administer the Catastrophic Illness Bank. The Catastrophic Bank Committee will consist of

the FFECC President or his/her designee, the College President or his/her designee, and one other member appointed by the President of the College.

- c. The Chairperson of the Committee shall be the FFECC President or his/her designee.
- d. When applications are submitted, the Catastrophic Bank Committee will convene at the discretion of the Chairperson.
- e. Any unit member wishing to be considered for catastrophic bank days must submit a written explanation; a valid doctor's note must accompany the request and must indicate the probable length of the disability, including a prognosis for a return to work.
- f. Decisions of the Committee are to be rendered not less than two weeks before the period for which the Committee wishes to grant the extended leave days. The decisions of the Catastrophic Bank Committee will be final and no availability or denial
- g. The Committee shall make its decision based on the following criteria:
 - i. Days from the Bank are to supplement long-term catastrophic illnesses only.
 - ii. Days will be granted in blocks of 30 days.
 - iii. Maximum blocks for any one illness is 4 blocks (120 days)
 - iv. All accrued leave accumulation must be exhausted before catastrophic bank days may be used, and no accumulation of leave time will occur during the use of catastrophic bank days.
 - v. The Catastrophic Bank Committee may request any documentation including doctor's statements before granting days.
- h. Should the Catastrophic Bank fall below 120 days, a special subscription period may be declared by the Catastrophic Bank Committee.

3. Personal Leave.

- a. Full-time Faculty will become eligible for and receive three (3) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements. Twelve (12) month employees will receive four (4) personal leave days.
- b. Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.
- c. In order for the employee's immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a

prescribed form with his immediate supervisor at least five (5) working days in advance when the requested time is for four (4) (See (a) above) days, and three (3) working days in advance when the request is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in this section. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the immediate supervisor and shall not be granted in less than one-half (1/2) day units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section.

- d. In cases of reinstatement or transfer, unused personal leave credits shall be restored or transferred.
4. **Death in Family.** An employee who has a death in the immediate family (parent, spouse, brother, sister, children, foster children, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent or other relative who is an actual member of the employee's household) shall be entitled to bereavement pay of five (5) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday, shall be granted one (1) additional day, if needed, to attend the funeral if such funeral is scheduled for Monday. If the death occurs prior to the employee's shift, that day will be counted.

If death occurs after the employee reports to work, that day will not be counted as one of the five days. If additional time is required, the employee may use his vacation credits and/or personal leave, if any.

5. **Leave for Jury Duty.** On proof of the necessity of jury service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees. Employees will not be required to report to work prior to or subsequent to the performance of their daily jury duty.
6. **Examination Leave.** Faculty members taking competitive and non-competitive examinations to certify job performance and/or requirements will be allowed time off with pay. This leave will be restricted to positions under the jurisdiction of Erie County.
7. **Professional Development Leave.** (See Article 68)
8. **Emergency Closing Leave.** Any emergency closing of the College by the President of ECC, or his designee, shall automatically be termed a paid leave day for all Faculty and shall not be charged against said employee's sick leave or personal leave account.

9. Sabbatical Leave.

- a. **Requirements and Committee Composition.** A Faculty member may request sabbatical leave after six (6) consecutive years of service. Sabbatical leaves may be used for planned travel, study, formal education, research, writing and other experiences of professional value. Sabbatical leaves shall be granted for one (1) year at one-half (1/2) salary or one-half (1/2) year at full salary. During the period of sabbatical leave, the Faculty member shall retain all the rights and

privileges of a full-time, on-campus Faculty member. All fringe benefits such as retirement, insurance, and the like shall continue in effect during the sabbatical period. A Faculty member returning from a sabbatical leave shall have the right to return with seniority rights to the academic unit that he left. The period of sabbatical shall be credited as service for retirement and the granting of increments. All requests must be made in writing and presented to the College Sabbatical Leaves Committee no later than February 1st for a sabbatical commencing in the Fall Semester and September 1st for a sabbatical commencing in the Spring Semester. Such requests must include an outline of the Faculty member's program, relationship to his professional responsibilities at the College and the manner whereby the program will improve his value to the College. Such requests will be made to an equal number of eight (8) representatives - four (4) from the Faculty and four (4) from the College. (The Federation President will appoint said Faculty representatives.)

- b. The committee will forward ranked recommendations to the President of the Federation who will forward these recommendations to the President of the College. The President of the College will submit his ranked recommendations to the Board of Trustees. The Board will act on requests for sabbaticals commencing with the Fall Semester no later than May 1st and no later than December 1st for sabbaticals commencing with the Spring Semester. The decision of the Board will be final and non-grievable.
- c. Within thirty (30) days upon return, the Faculty member shall submit to the President and the College Sabbatical Leaves Committee a written report of his accomplishments while on sabbatical leave. If the Faculty member fails to return to Erie Community College and complete one (1) year of full service, he must repay the full amount of money received while on sabbatical leave.
- d. Within its budgetary limitations, the College shall grant sabbatical leaves in an amount of no less than two (2) sabbatical leaves of the full-time Faculty each academic year.

10. Leaves Committee Composition.

- a. By September 30th of each year, a seven (7) member College Leaves Committee will be elected by secret ballot. At least one (1) member must be elected from each campus. A listing of such members shall be delivered in writing to the office of the College President by October 15th.
- b. This seven (7) member College Leaves Committee shall review applications and make recommendations for leaves without pay. This list of recommendations will be made public by the committee concurrently with its submission to the President of the College.

11. Leaves Without Pay. Leaves without pay may be granted by the Board of Trustees in accordance with requirements for sufficient notice and justification as determined by the Faculty Leaves Committee. Leaves may be recommended by the Leaves Committee for any reason they deem justified and reasonable, however the

Board of Trustees in its' sole and exclusive discretion shall have the right to grant or to deny any such recommendation.

ARTICLE 66 RETIREMENT PLANS

1. All employees are also eligible at their option to participate in TIAA-CREF Retirement Plan or the New York State Teachers Retirement Plan, and Employee Retirement System.
2. All part-time/adjunct faculty shall be allowed the same options to join TIAA/CREF and T.R.S. (Teacher Retirement System) as full-time faculty subject to the rules, regulations and standards of the respective retirement systems.

ARTICLE 67 TRAVEL ALLOWANCE - MILEAGE

When it is necessary for a Faculty member to use his own automobile to attend an approved College-related function, he shall be compensated at the highest College/County rate prevailing. College automobiles are to be utilized when available. Tolls will be reimbursed, provided they are supported by appropriate receipts. Requests for reimbursement will follow approved College/County procedures.

ARTICLE 68 PROFESSIONAL DEVELOPMENT

1. The College encourages the professional development of Faculty and staff through attendance at professional meetings and conferences, participation in seminar offerings, visitation of business and industry, acquisition of formal education, or any other approved activity.
2. Funding for such activities may be made available from:
 - a. College travel allowance.
 - b. SUNY Tuition waiver and reimbursement funds.
 - c. Grants, foundations, or other approved sources of support.
3. Faculty members may be granted upon approval of the President or his designee, short-term leaves (up to three (3) days which may be consecutive, per year) to attend professional development activities. Leave time is not accumulative.

ARTICLE 69 EVALUATIONS

Annually, the President of the College and the President of the Faculty Federation shall each appoint four (4) individuals whose task will be to develop an evaluation instrument for all job classifications represented by the Faculty Federation. This Committee will have six (6) months from the date of contract ratification to complete the task and forward the results to the President of the College and the President of the Faculty Federation. The two Presidents must then mutually agree on the final evaluation instruments before they can be implemented and incorporated into the Contract. All evaluation documents will be placed in a digital addendum to this agreement. (See Addendum "D")

Part-time teaching faculty will be evaluated in both the first and second semesters (fall/spring) they teach at the college and once every two semesters of active teaching thereafter.

ARTICLE 70 PERSONNEL RECORDS

The College shall maintain only one set of official files containing each Faculty member's academic and professional records. The official file shall consist of an Open File Section and a Business Records File.

1. Open File Section.

- a. The employee shall have the right to examine the contents of his personnel file and may be accompanied by an advisor of his choice. Each department head shall designate only one (1) official personnel file for each of his employees in which all material pertaining to discipline shall be filed.
- b. No material will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he may desire. Each document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect should be affixed to the document. Upon written request, an employee should receive, at his own expense, a copy of any material in such employee's personnel file.
- c. The employee will be permitted to have included in his file any material, which he/she feels, is pertinent to his performance and personal qualifications including all internal reports generated in the department.
- d. Any material in the nature of a warning or reprimand which is not subject to Articles 75 and 76 of the New York Civil Service Law placed in the employee's personnel file will be subject to the grievance procedure.
- e. Derogatory material, except for employee performance evaluations and the record regarding the loss of pay due to a suspension or discharge shall be removed after a three year period from the date the material was entered in the file.

2. Business Records File Section. The College shall also maintain a file of business records to include but not limited to retirement, personal leave, sick leave, sabbatical leave in the Business Office and also relating to the Faculty member's payroll and benefits. This file shall be kept separate from the above mentioned official files. A statement will be issued from the Business Office which will list on it accumulated sick leave and personal leave for each Faculty member immediately following June 30 of each year.

ARTICLE 71 DISCIPLINE/DISMISSAL FOR ALL PERSONNEL

1. For Personnel Holding Tenure.

- a. Members of the Faculty Federation Bargaining Unit holding Tenure and/or professional employees holding Permanent Appointment shall hold their respective positions during good behavior, competent and efficient service and shall not be removed except for just cause.
- b. The Employer recognizes and subscribes to the philosophy of progressive discipline including:
 - i. Verbal Warnings.
 - ii. Written Warnings.
 - iii. Suspension.
 - iv. Dismissal.
- c. Dismissal or Suspension:
 - i. Whenever charges against an employee covered by this section are of a serious nature and could result in the dismissal or suspension of said employee, the charges shall be in writing and signed by the President of the College or his designee in his absence.
 - ii. A copy of the charges shall be served on the employee and the Faculty Federation of Erie Community College. Such service shall be at least at least twenty-five (25) work days prior to the President sending any decision of those charges. An employee so charged and/or the Federation, may submit a written answer if he chooses to do so.
 - iii. The person so charged may, prior to the decision, be suspended by the President of the College until the determination of the charges; provided, however, that such suspension shall be made for a period not longer than thirty (30) calendar days.
 - iv. The charging party and/or the Federation shall submit to the President any and all written documentation and/or evidence each sees fit no later than fifteen (15) working days from the date of the service of charges.
 - v. Within ten (10) working days from the submission of the written documentation, the President shall render his decision and set forth the penalty, if any, to be imposed.
 - vi. If the employee or the Federation, on its own behalf or on behalf of the employee, feels aggrieved by the decision of the President, the Federation may submit the matter directly to binding arbitration under Step IV of the Grievance Procedure at which time a full and complete just cause hearing on the charges shall be held before an arbitrator.
 - vii. The timelines may be extended by mutual agreement of the parties.

2. For Personnel Not Holding Tenure

Persons not holding tenure shall hold their positions subject to Section 2 on the preceding page. All grievances shall be subject to final and binding arbitration except dismissal.

ARTICLE 72 GRIEVANCES

1. The Parties Agree to the Following:

- a. That a grievant may be an individual or group of the FFECC on behalf of an individual or group.
- b. That, when appropriate, a Federation grievance may be initiated at a Step other than Step One. This procedure is to be followed only when a Step is inappropriate.
- c. The time limits set forth in the Steps are of the essence. The time limits may be waived by mutual consent of the Parties.
- d. The grievant(s) shall have the right of representation by the FFECC at any hearing, meeting, or other gathering called by either party, at which his (their) grievance is being discussed.
- e. The Chairman of the FFECC Grievance Committee shall receive a carbon copy of the reply at each Step.

2. Definition of Grievance.

A grievance shall mean any alleged violation, misinterpretation, or inequitable application of this agreement, or County Personnel Policies. All grievances arising from the above shall be settled and determined according to the procedures set forth in paragraph (D).

3. Grievance Information.

The College Administration agrees to furnish the Chairman of the Grievance Committee, upon timely request, available information concerning the following: annual financial reports, register of professional personnel, minutes of all Board meetings, students' census and Faculty membership data, Faculty rank, and will provide the Federation with available information necessary to process any grievance of the Contract.

4. Grievance Procedure.

- a. **Step One.** The grievant shall have thirty (30) working days after the alleged grievance occurs to present his grievance. All grievances shall be discussed first between the grievant and his immediate supervisory administrator in an informal face-to-face contact to attempt in good faith to resolve the differences between them without involving the Steps as hereafter set forth. A representative of the Grievance Committee may attend this discussion. This meeting shall be held not more than five (5) working days after the grievance has been presented. If the grievance is not resolved informally, it shall within five (5) working days following the meeting, be reduced in writing and presented to the immediate supervisory administrator, it being understood a Grievance Committee representative may be present at said presentation. The

administrator shall investigate the grievance and communicate his written decision to the grievant within ten (10) working days after the presentation.

- b. **Step Two.** If a grievant is not satisfied with the settlement of the grievance at Step One, a written appeal may be made to the President, or his designee, within ten (10) working days of the rejection of the grievance at Step One. A written reply to the appeal must be made within ten (10) working days after the presentation.
- c. **Step Three.**
 - 1. If grievant is not satisfied with settlement of the grievance at Step Two, he may appeal the grievance to step Three, the Joint Conference. The Joint Conference may consist of the following six (6):
 - a) For the Faculty Federation:
 - 1) FFECC President or his designee.
 - 2) FFECC Grievance Chairman or his designee.
 - 3) FFECC designee.
 - b) For the Employer:
 - 1) Erie County Director of Labor Relations or his designee.
 - 2) President of Erie Community College.
 - 3) Appropriate College Administrator.
 - 2. The Joint Conference shall convene monthly throughout the year with an agenda of written grievances to be submitted by the Federation and/or Employer at least ten (10) calendar days prior to the meeting date. The Joint Conference monthly meeting shall be extended to the following day when necessary to exhaust the agenda, it being understood that if the second day does not exhaust the particular agenda, additional meetings may be mutually agreed to by the Parties.
 - 3. Additional meetings of the Joint Conference shall be held at the request of the Federation or Employer. Such requests, however, shall be made only in situations of real and substantial importance requiring immediate attention and resolution.
 - 4. The Federation shall receive the decision of the Employer within ten (10) business days of the conclusion of the Joint Conference Meeting.
 - 5. Grievances must be moved to arbitration by the Federation within sixty (60) calendar days following receipt of the third step answer or the grievance shall be deemed settled at the third step.
- d. **Step Four.** Arbitration Stage. If a solution satisfactory to the FFECC and the County is impossible to reach at this Conference, the Parties agree to voluntarily submit the issue to binding arbitration. The Voluntary Rules and Procedures of the American Arbitration Association are to govern this process procedurally. The Federation will submit a copy of the Demand to

the County and the College requesting assignment of an arbitrator from a permanent list of five mutually agreed to arbitrators.

The Permanent List of arbitrators is found in Annex C of this Contract. The list of arbitrators shall be maintained at no fewer than 8 and shall be updated from time to time. Either party may strike one (1) Arbitrator from this list during the term of this Agreement.

The arbitrator's decision shall be final and binding. Each Party shall be responsible for compensating its own representative and witnesses. If either Party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy of the record available without charge to the other Party and to the arbitrator. The arbitrator shall hear the issues and make decisions binding on all Parties on all issues. The services of the arbitrator shall be paid for by the FFECC and County/College in equal amount. The arbitrator's decision shall be in writing and rendered no later than thirty (30) days after the conclusion of the hearing.

- 1) When the Federation submits a demand for arbitration, it shall do so on an alternating basis commencing with the first demand being filed with the first name on the list.
- 2) If, upon receipt of a demand for arbitration, the first arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the parties shall contact the next arbitrator.
- 3) If, upon receipt of a demand for arbitration, the second arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the parties shall contact the next arbitrator.
- 4) The arbitrator who at this time in the procedure offers the first acceptable date shall be so designated to hear the case.
- 5) In the case the arbitrators are no longer able to hear cases; the parties will have thirty (30) days to mutually agree upon replacements.
- 6) The selection of arbitrators shall rotate between those listed in such a manner as to ensure that the same arbitrator is not at the beginning of each list.
- 7) If an arbitrator declines to serve or asks to be withdrawn from the list, the Parties shall mutually agree on a replacement.
- 8) The timelines herein may be waived by mutual agreement of the Parties.

ARTICLE 73 SALARY

1. Pay Periods, Pay Checks and/or Direct Deposits.
 - a. The salary of all full-time FFECC employees shall be paid on a bi-weekly basis.

All academic 10-month employees shall be paid on a bi-weekly basis over the calendar year but may, at the employee's option, receive his/her salary in 21 payments with written notice to the Payroll Department three weeks prior to the first pay period of the academic year. Notification of this option and a printed form for this purpose shall be given when hiring agreements are made.

- b. The College will make appropriate arrangements to forward ten (10) month Faculty members' salary checks for pay days that occur outside the academic year, postage being absorbed by the College.
- c. Any payroll deductions shall be made in uniform increments.
- d. Payments for overload and oversize will start by the sixth (6) week of the semester in which the overload occurs.

2. Increment Steps.

Movement through the schedule at the rate of one increment per year to Step VII where applicable) shall be based on merit. All faculty must work a full semester (beginning with the first day of instruction) in the academic year if they are to be eligible to receive an increment.

3. Salary Schedules.

Salary schedules for full-time Faculty and non-ranked staff covered by this Agreement are set forth in Appendices attached hereto and made a part hereof reflect the increases listed below (see APPENDIX A).

Year	Teaching	Non-Teaching
2009-2010	No Change	No Change
2010-2011	No Change	No Change
2011-2012	No Change	No Change
2012-2013	No Change	No Change
2013-2014	No Change	
2014-2015	No Change	
2015-2016	<p>Upon ratification for FT/RPT employees who are on the payroll: \$1.4 million to be distributed under criteria developed by the FFECC.</p> <p>Increase Instructor JG 9 – 1 to \$40,000, Increase Instructor JG 9-2 to \$41,000 effective 1/1/16.</p> <p>Eliminate the holding step at JG 14 – 6 (both)</p> <p>Create a new JG 14 Step E effective with the 2019-2020 academic year – employees who have been at JG14-D for two years will move to the new step E – 2019-2020 @ \$92,000.</p>	

	All bargaining unit employees on the payroll as of date of ratification shall receive 2% increase on salary effective 1/1/16.
2016-2017	Add 2% to existing pay scales
2017-2018	Add 2% to existing pay scales
2018-2019	Add 2% to existing pay scales
2019-2020	Add 2% to existing pay scales
Apply all increases to the Police Training Agreement Salary Schedule	

Apply all increases to the Police Training Agreement salary schedule.

All academic (10-month) employees including those who choose to be paid the annual salary over a 12-month period will be paid on a bi-weekly basis.

4. Variable Hiring Minimums

The parties will use the Labor Management process to identify areas/departments where:

- 1) There is a demonstrated difficulty to recruit and/or retain faculty
- 2) Enrollment exceeds available staff
- 3) Accrediting groups impose higher requirements

Where the parties agree these circumstances exist, the college may hire new staff within that department at a rate not to exceed Step 3 (Instructor). An individual hired at a step higher than Step 1 shall not be eligible for rank advancement until he/she completes seven (7) years of service at ECC. College will give notice of the need and FFECC agrees to meet within thirty (30) business days and address the need. If the circumstances warrant a need to meet on a more urgent basis, the parties agree to meet sooner than the thirty (30) business days to resolve the situation in a timely fashion.

5. Reassigned Time: wherever this contract includes reference to reassigned time, the faculty member may choose compensation or reassigned time, or a combination of each, for all reassigned time, both contractual and non-contractual. Reassigned hours will be based on the in-effect overload rate.

6. Longevity Pay

- a. The current policy covering the payment of a one-half (1/2) longevity increment to an employee with a total of nine (9) years of continuous service and five (5) years at the maximum of the Job Group will be continued.
- b. All employees receiving the first one-half (1/2) longevity increment for a period of five (5) continuous years in the same position will receive a second one-half (1/2) increment.
- c. Again, on the completion of another five (5) continuous years of service, in the same position, the employee will receive a third one-half (1/2)

increment. Effective September 1, 1997, the five (5) years in (b) and (c) above shall be changed to four (4). Effective September 1, 2008, a new Longevity Step D will be included in the Salary Schedule which will be ½ of 1 percent of the Longevity Step C for employees who completed three (3) continuous years of service in Longevity Step C.

d. Employees will remain on longevity steps as follows:

Longevity A: 4 years

Longevity B: 4 years

Longevity C: 3 years

Longevity D: 2 years

e. In computing longevity increment eligibility, when appointments are made on January 1st or September 1st, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.

f. Because of payroll procedures that enable the College/County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1st or September 1st falls.

7. Pay Period. The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the payday. The ten (10) day pay period will be continued.

8. Upon written request of any bargaining unit member, the College, on the pay date, will transfer all or a portion of each pay, as the employee may request, to any bank designated by the employee and accepted and approved by the College and the Erie County Division of Personnel.

9. Part-time Rates.

a. Part-time teaching rate:

Effective Date	
	\$600 per contact hour
1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

In the event there are forty-five (45) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$700 on

January 1, 2019 rather than January 1, 2020 as set forth above. In the event there are sixty-five (65) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$750 on January 1, 2020.

b. Part-time Non-instructional rate:

Effective September 1, 2006: \$25.00 per hour*

Effective September 1, 2017: \$30.00 per hour

*This non-instructional rate is for faculty performing non-instructional academic activities and for part-time counselors, and part-time librarians. This rate will not be used for Workforce Development/Corporate Training activities.

c. Part-time NTTP Rates:

The hourly rate of pay for 19 hour part-time NTTPs will be based on the equivalent pay rate of the full-time rates for Job Group 6 Step 1 and Job Group 9 Step 1.

The equivalent hourly rate for the contract years are:

Rate of Pay	
Part-time NTTP Group 6 Step 1 (hourly)	In accordance with applicable salary See Appendix A
Rate of Pay	
Part-time NTTP (1) Group 9 Step 1 (hourly)	In accordance with applicable salary See Appendix A

NTTP The minimum qualification for a part-time NTTP (Technical Assistant) shall be 60 college credits for a part-time NTTP at the hourly rate equivalent to Job Group 6 Step 1.

Rank advancement for part-time NTTP:

(1) The minimum qualification for a part-time NTTP (1) is either 10 years of uninterrupted service at ECC in either a full (or) part-time position as an NTTP Job Group 6 (or) a B.S. /B.A. Degree plus 8 years' experience at Job Group 6. The equivalent hourly rate for the NTTP (1) is equivalent to full-time Job Group 9 Step

d. Part-time Mentor rate:

Effective September 1, 2006 \$18 per hour

Effective September 1, 2016 \$18.54 per hour

11. Overload Compensation

Effective Date	
	\$600 per contact hour

1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

In the event there are forty-five (45) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$700 on January 1, 2019 rather than January 1, 2020 as set forth above. In the event there are sixty-five (65) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$750 on January 1, 2020.

12. Community Service (Workforce Development)

Workforce Development and Corporate Training compensation will be calculated by taking the overload rate and dividing it by fifteen (15) to establish an hourly rate. Preparatory time will be established at the start of the assignment and shall be paid at a rate equal to one-half (1/2) the WFD rate. The parties will discuss and address in Labor Management the necessity of including stipends or funding for professional development as needed to support the instructor's development and preparation time.

13. Online Course Compensation

When teaching an online course for the first time, faculty will be paid additional compensation at the overload rate per contact hour, i.e., additional payment to be calculated by the number of contact hours times the overload rate per contact hour.

14. All non-credit and credit grant-related courses with the exception of Workforce Development and Corporate Training will be compensated at the current overload and non-instructional rate.

15. The College agrees to compensate full-time FFECC members for the development and ultimate approval of a new college credit course in existing programs. In order for a faculty member to receive payment he/she must develop the course, submit new course proposal and ultimately gain approval of the College Wide Curriculum Committee. The payment will be at the current overload rate, consistent with contact hours of the newly approved course.

16. The College agrees to compensate full-time members for curriculum/program development (SUNY and SED Appendices A, B, E), grant development and course instruction improvements which includes all modes of delivery. Compensation will be based on a base range of a minimum of one hour at the current overload rate to a maximum of \$2,500.

Above activities for payment must be recommended by the academic unit and divisional administration and tie into the College's Strategic Plan (Vision 2015). Development and improvement activities must include, minimally, two of the following elements:

Completion of Appendix A, B, & E documents
 Grant Abstract Routing Form and Final Grant Document for submittal (working with ECC Grants Coordinator)
 Development of new interactive course materials and presentation to unit faculty.
 Development of best practices for tutorial study models
 Development of new interactive computerized lab activities and disseminate this information to unit faculty
 Development of faculty/student retention activities and share with College GAP Committees for implementation

Development and improvement activities may include both original materials and copyright materials formatted for appropriate learning.

In order to receive payment the faculty member must submit a proposal and gain the approval of the appropriate College GAP Committees (if appropriate). The Executive Vice President of Academic Affairs has final approval on the proposal and compensation.

ARTICLE 74 Retirement Incentive

The College shall provide a retirement incentive for employees who have a combined age and full years of service in the FFECC bargaining unit of eighty (80) years or more. The relevant amount is payable only to those employees who retire in the stated calendar year; it is not cumulative:

Notification By	Amount
12/1/15 to retire by 1/4/16	One half of the employee's base salary for 2014 to 2015

This incentive shall be placed in a retirement account or eligible deferred compensation account of his/her choice. (Example 403-b). If the monies are deposited in a 105-h account unexpended funds shall roll over from year to year until expended or until the employee's death at which time any unexpended funds shall remain available to the employee's covered dependent(s) until expended. In the absence of covered dependents, unexpended funds in a 105h account shall revert to the College. This incentive expires on December 15, 2015. It will not be offered to anyone who gives irrevocable notice of retirement after December 15, 2015.

Any employee accepting this incentive waives his or her preferential right to courses under Article 25 (2).

Total Cap on the Incentives:

Each year the total amount expended on the above incentive will be capped as outlined below. In the event more employees apply for the incentives than is available within the cap, the benefits will be awarded by seniority in the bargaining unit as defined in Article 2 of the collective bargaining agreement with those being the most senior receiving the benefits until exhausted.

Retirement dates	Total capped amount of incentives
Retirement by 1/4/16	\$1,500,000

The parties agree to further discuss the financial impact of the retirements along with a short term process to ensure adequate staffing for the start of the Spring 2016 semester.

Additional funding:

In the event there are forty-five (45) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$700 on January 1, 2019 rather than January 1, 2020 as set forth above. In the event there are sixty-five (65) or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$750 on January 1, 2020.

ARTICLE 75 PRESIDENT'S LIFETIME SERVICE AWARD

An award may be given to a faculty member who has demonstrated an outstanding long-term commitment to the College. This award is to be given by the President of the College under the following circumstances:

1. The selection process is a joint effort between the College and the FFECC. The President of the FFECC will recommend an individual to the College President who will, within his sole discretion, make the appointment.
2. The individual must have at least 10 years of service at the College.
3. This award may only be granted again when the current recipient terminates full-time employment with the College.
4. The award will be in the form of a single rank advancement and will carry all the rights, remuneration and privileges associated with the new rank.

ARTICLE 76 SAVINGS CLAUSE

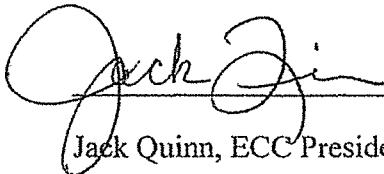
If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the Parties or in one based on a similar state of facts) invalidates any portion of the Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

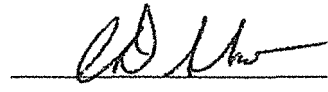
ARTICLE 77 EFFECTIVE DATE AND TERM

THIS AGREEMENT and the provisions therein, shall be effective as of September 1, 2009, unless otherwise provided herein, shall continue in full force and effect until midnight August 31, 2020, and thereafter; unless, at least one hundred twenty (120) days prior to any expiration date, notice to amend or terminate is given by either Party to the other, in which event, the Agreement shall terminate on such expiration date, unless otherwise extended or modified in writing by the Parties hereto.

The FFECC shall be on notice that the College/County with the signing of this agreement will only recognize those memoranda agreements, memoranda of understanding and past practices that are contained in the collective bargaining agreement. With the signing of the collective bargaining agreement, all agreements and past practices not included in the FFECC contract are hereby terminated.

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President

Andrew Sako, FFECC President

4/18/17

Date

4/18/17

Date

Appendix A

Salary Schedules

Job Group 9													
Instructor, College Librarian													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	36,986	38,985	40,973	42,985	44,983	46,969	48,978	51,088	52,051	53,026	54,025	54,295	
14-15	36,986	38,985	40,973	42,985	44,983	46,969	48,978	51,088	52,051	53,026	54,025	54,295	-
15-16	40,000	41,000	41,792	43,845	45,883	47,908	49,958	52,110	53,092	54,087	55,106	55,381	-
16-17	40,800	41,820	42,628	44,722	46,800	48,867	50,957	53,152	54,154	55,168	56,208	56,489	-
17-18	41,616	42,656	43,481	45,616	47,736	49,844	51,976	54,215	55,237	56,272	57,332	57,618	-
18-19	42,448	43,510	44,350	46,528	48,691	50,841	53,015	55,299	56,342	57,397	58,478	58,771	-
19-20	43,297	44,380	45,238	47,459	49,665	51,858	54,076	56,405	57,469	58,545	59,648	59,946	-

Job Group 11													
Asst. Professor, Sr. Coll Librarian													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	43,320	46,209	48,021	50,387	52,730	55,087	57,447	59,891	61,024	62,186	63,362	63,679	
14-15	43,320	46,209	48,021	50,387	52,730	55,087	57,447	59,891	61,024	62,186	63,362	63,679	-
15-16	44,186	47,133	48,981	51,395	53,785	56,189	58,596	61,089	62,244	63,430	64,629	64,953	-
16-17	45,070	48,076	49,961	52,423	54,860	57,313	59,768	62,311	63,489	64,698	65,922	66,252	-
17-18	45,972	49,037	50,960	53,471	55,957	58,459	60,963	63,557	64,759	65,992	67,240	67,577	-
18-19	46,891	50,018	51,979	54,541	57,077	59,628	62,182	64,828	66,054	67,312	68,585	68,928	-
19-20	47,829	51,018	53,019	55,631	58,218	60,820	63,426	66,125	67,375	68,658	69,957	70,307	-

Job Group 13													
Assoc. Professor, Prin Coll Librarian													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	51,834	54,694	57,554	60,408	63,275	66,133	68,897	-	70,181	71,491	72,830	73,194	
14-15	51,834	54,694	57,554	60,408	63,275	66,133	68,897	-	70,181	71,491	72,830	73,194	-
15-16	52,871	55,788	58,705	61,616	64,541	67,456	70,275	-	71,585	72,921	74,287	74,658	-
16-17	53,928	56,904	59,879	62,848	65,831	68,805	71,680	-	73,016	74,379	75,772	76,151	-
17-18	55,007	58,042	61,077	64,105	67,148	70,181	73,114	-	74,477	75,867	77,288	77,674	-
18-19	56,107	59,203	62,298	65,388	68,491	71,584	74,576	-	75,966	77,384	78,834	79,228	-
19-20	57,229	60,387	63,544	66,695	69,861	73,016	76,068	-	77,485	78,932	80,410	80,812	-

Job Group 14													
Professor													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	57,405	60,621	63,837	67,043	70,250	73,600	-	-	74,978	76,386	77,817	78,207	
14-15	57,405	60,621	63,837	67,043	70,250	73,600	-	-	74,978	76,386	77,817	78,207	-
15-16	58,553	61,833	65,114	68,384	71,655	75,072	-	-	76,478	77,914	79,373	79,771	-
16-17	59,724	63,070	66,416	69,752	73,088	76,573	-	-	78,007	79,472	80,961	81,367	-
17-18	60,919	64,331	67,744	71,147	74,550	78,105	-	-	79,567	81,061	82,580	82,994	-
18-19	62,137	65,618	69,099	72,584	76,041	79,667	-	-	81,159	82,683	84,232	84,654	-
19-20	63,380	66,930	70,481	74,021	77,562	81,260	-	-	82,782	84,336	85,916	86,347	92,000

NTP Job Group 6													
Technical													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	31,217	32,501	33,783	35,066	36,344	37,681	39,056	40,563	41,351	42,150	42,964	43,179	
14-15	31,217	32,501	33,783	35,066	36,344	37,681	39,056	40,563	41,351	42,150	42,964	43,179	-
15-16	31,841	33,151	34,459	35,767	37,071	38,435	39,837	41,374	42,178	42,993	43,823	44,043	-
16-17	32,478	33,814	35,148	36,483	37,812	39,203	40,634	42,202	43,022	43,853	44,700	44,923	-
17-18	33,128	34,490	35,851	37,212	38,569	39,987	41,447	43,046	43,882	44,730	45,594	45,822	-
18-19	33,790	35,180	36,568	37,957	39,340	40,787	42,275	43,907	44,760	45,625	46,506	46,738	-
19-20	34,466	35,884	37,299	38,716	40,127	41,603	43,121	44,785	45,655	46,537	47,436	47,673	-

NTP Job Group 9													
Asst. Child Care Teacher, Athletic Trainer, Electronic Tech, Coor Audio Visual, SR Tech Asst., Mentor													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	37,934	39,988	42,040	44,093	46,152	47,784	49,578	51,867	53,070	54,301	55,569	55,847	
14-15	37,934	39,988	42,040	44,093	46,152	47,784	49,578	51,867	53,070	54,301	55,569	55,847	-
15-16	38,693	40,788	42,881	44,975	47,075	48,740	50,570	52,904	54,131	55,387	56,680	56,964	-
16-17	39,467	41,604	43,738	45,874	48,017	49,714	51,581	53,962	55,214	56,495	57,814	58,103	-
17-18	40,256	42,436	44,613	46,792	48,977	50,709	52,613	55,042	56,318	57,625	58,970	59,265	-
18-19	41,061	43,284	45,505	47,728	49,956	51,723	53,665	56,143	57,445	58,777	60,150	60,451	-
19-20	41,882	44,150	46,416	48,682	50,956	52,757	54,738	57,265	58,594	59,953	61,353	61,660	-

NTP Job Group 11a													
Mast Electronic Tech, Mast Tech Asst., Instructional Designer													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	44,000	46,225	48,561	51,014	53,590	56,295	59,134	62,116	64,191	65,806	67,461	67,798	
14-15	44,000	46,225	48,561	51,014	53,590	56,295	59,134	62,116	64,191	65,806	67,461	67,798	-
15-16	44,880	47,150	49,532	52,034	54,662	57,421	60,317	63,358	65,475	67,122	68,810	69,154	-
16-17	45,778	48,092	50,523	53,075	55,755	58,569	61,523	64,625	66,784	68,465	70,186	70,537	-
17-18	46,693	49,054	51,533	54,136	56,870	59,741	62,753	65,918	68,120	69,834	71,590	71,948	-
18-19	47,627	50,035	52,564	55,219	58,008	60,936	64,009	67,236	69,482	71,231	73,022	73,387	-
19-20	48,580	51,036	53,615	56,324	59,168	62,154	65,289	68,581	70,872	72,655	74,482	74,854	-

NTP Job Group 11b													
Counselor, Sr Coor Audio Visual													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	44,441	46,863	49,287	51,701	54,092	56,557	58,965	61,482	62,641	63,837	65,050	65,375	
14-15	44,441	46,863	49,287	51,701	54,092	56,557	58,965	61,482	62,641	63,837	65,050	65,375	-
15-16	45,330	47,800	50,273	52,735	55,174	57,688	60,144	62,712	63,894	65,114	66,351	66,683	-
16-17	46,236	48,756	51,278	53,790	56,277	58,842	61,347	63,966	65,172	66,416	67,678	68,016	-
17-18	47,161	49,731	52,304	54,866	57,403	60,019	62,574	65,245	66,475	67,744	69,032	69,376	-
18-19	48,104	50,726	53,350	55,963	58,551	61,219	63,826	66,550	67,805	69,099	70,412	70,764	-
19-20	49,066	51,741	54,417	57,082	59,722	62,443	65,102	67,881	69,161	70,481	71,820	72,179	-

NTP Job Group 13													
SR Counselor, Prin Coor Audio Visual													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	51,599	54,548	57,493	60,429	63,362	66,302	69,396	-	70,721	72,079	73,452	73,820	-
14-15	51,599	54,548	57,493	60,429	63,362	66,302	69,396	-	70,721	72,079	73,452	73,820	-
15-16	52,631	55,639	58,643	61,638	64,629	67,628	70,784	-	72,135	73,521	74,921	75,296	-
16-17	53,684	56,752	59,816	62,870	65,922	68,981	72,200	-	73,578	74,991	76,419	76,802	-
17-18	54,757	57,887	61,012	64,128	67,240	70,360	73,644	-	75,050	76,491	77,948	78,338	-
18-19	55,852	59,045	62,232	65,410	68,585	71,767	75,116	-	76,551	78,021	79,507	79,905	-
19-20	56,969	60,225	63,477	66,718	69,957	73,203	76,619	-	78,082	79,581	81,097	81,503	-

NTP Job Group 14													
Prin Counselor													
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E
Status Quo	57,327	60,629	63,933	67,235	70,523	73,907	-	-	75,323	76,763	78,242	78,633	-
14-15	57,327	60,629	63,933	67,235	70,523	73,907	-	-	75,323	76,763	78,242	78,633	-
15-16	58,474	61,842	65,212	68,580	71,933	75,385	-	-	76,829	78,298	79,807	80,206	-
16-17	59,643	63,078	66,516	69,951	73,372	76,893	-	-	78,366	79,864	81,403	81,810	-
17-18	60,836	64,340	67,846	71,350	74,840	78,431	-	-	79,933	81,462	83,031	83,446	-
18-19	62,053	65,627	69,203	72,777	76,336	79,999	-	-	81,532	83,091	84,692	85,115	-
19-20	63,294	66,939	70,587	74,233	77,863	81,599	-	-	83,163	84,753	86,385	86,817	92,000

	Police Training Prof II	Prin Police Training Prof	Senior Police Training Prof
	\$ 64,180	\$ 75,323	\$ 70,721
14-15	\$ 64,180	\$ 75,323	\$ 70,721
15-16	\$ 65,464	\$ 76,829	\$ 72,135
16-17	\$ 66,773	\$ 78,366	\$ 73,578
17-18	\$ 68,108	\$ 79,933	\$ 75,050
18-19	\$ 69,470	\$ 81,532	\$ 76,551
19-20	\$ 70,860	\$ 83,163	\$ 78,082

NTTP Job Group 6														
Technical Assistant														
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E	
Status Quo	31217	32501	33783	35066	36344	37681	39056	40563	41351	42150	42964	43179		
14-15	31217	32501	33783	35066	36344	37681	39056	40563	41351	42150	42964	43179		
15-16	31841	33151	34459	35767	37071	38435	39837	41374	42178	42993	43823	44043		
16-17	32478	33814	35148	36483	37812	39203	40634	42202	43022	43853	44700	44923		
17-18	33128	34490	35851	37212	38569	39987	41447	43046	43882	44730	45594	45822		
18-19	33790	35180	36568	37957	39340	40787	42275	43907	44760	45625	46506	46738		
19-20	34466	35884	37299	38716	40127	41603	43121	44785	45655	46537	47436	47673		
NTTP Job Group 9														
Sr. Electronic Tech., Sr. Technical Asst.														
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E	
Status Quo	37934	39988	42040	44093	46152	47784	49578	51867	53070	54301	55569	55847		
14-15	37934	39988	42040	44093	46152	47784	49578	51867	53070	54301	55569	55847		
15-16	38693	40788	42881	44975	47075	48740	50570	52904	54131	55387	56680	56964		
16-17	39467	41604	43738	45874	48017	49714	51581	53962	55214	56495	57814	58103		
17-18	40256	42436	44613	46792	48977	50709	52613	55042	56318	57625	58970	59265		
18-19	41061	43284	45505	47728	49956	51723	53665	56143	57445	58777	60150	60451		
19-20	41882	44150	46416	48682	50956	52757	54738	57265	58594	59953	61353	61660		
NTTP Job Group 11a														
Master Electronic Tech, Master Tech Asst.														
Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long A	Long B	Long C	Long D	Long E	
Status Quo	44000	46225	48561	51014	53590	56295	59134	62116	64191	65806	67461	67798		
14-15	44000	46225	48561	51014	53590	56295	59134	62116	64191	65806	67461	67798		
15-16	44880	47150	49532	52034	54662	57421	60317	63358	65475	67122	68810	69154		
16-17	45778	48092	50523	53075	55755	58569	61523	64625	66784	68465	70186	70537		
17-18	46693	49054	51533	54136	56870	59741	62753	65918	68120	69834	71590	71948		
18-19	47627	50035	52564	55219	58008	60936	64009	67236	69482	71231	73022	73387		
19-20	48580	51036	53614	56324	59168	62154	65289	68581	70872	72665	74482	74854		

Adjunct Faculty Contract For Professional Services

Name _____ **Department** _____
Social Security Number _____ **Campus Location** _____
Total Contact Hours _____

Campus	Course Number	Course Title	Number of Students	Days and Times	Credit Hours	Contact Hours

Total Number of Courses _____ **Total Contact Hours** _____

I agree to provide Erie Community College, its students, and the _____ Academic Unit professional instructional services. I will provide all course content provided on the official course syllabus and outline. These services will be rendered during the term of the semester, _____, only. I agree to meet the classes at the appointed days and time for the semester starting _____ and ending _____ for _____ weeks. I will agree to the conditions of employment under the terms of the contract between FFECC and Erie County and Erie Community College. It is agreed that I will be paid for the total contact hours listed at the current overload/part-time rate.

Total Contact Hours _____ **Adjunct Faculty Member Signature** _____ **Department Chair Signature** _____

Amount of Payment _____ **Assistant Academic Dean** _____ **Payroll Department** _____
Schedule verified by AAD _____

copies: - Adjunct Faculty Member

- Department Chair
- Assistant Academic Dean
- FFECC Membership Chair
- FFECC President
- Associate Vice President
- Payroll

Appendix C: Health Care Plans

Labor-Management Healthcare Coalition™
LMHF Bronze Plan
Summary of Benefits
Healthy Balance POS 8200

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In-network deductible (Combined with out-of-network deductible)	\$2000/\$4000	
In-network co-insurance	20% after deductible	
In-network out-of-pocket maximum	\$4000/\$8000	
Out-of-network deductible (Combined with in-network deductible)	\$2000/\$4000	
Out-of-network coinsurance	40% after deductible	
Out-of-network out-of-pocket maximum	Unlimited	
Annual maximum	Unlimited	
Lifetime maximum	Unlimited	
Benefit administration	Calendar year benefits	
Dependent age	26	
Student age	26	
Dependent/Student coverage ends	Birth date	
Domestic partner	No coverage for domestic partner	
Prescription Drug		
Prescription copay	Deductible then \$15/\$50/50%	
Mail order copay per 90-day supply	1 copay	
Option 90 - 90 day supply at retail	2.5 copays	
Physician Services – Office		
Primary care physician copay	20% after deductible	
Specialist copay	20% after deductible	
Pediatric visits for children up to age 19	20% after deductible	
Well child visits and immunizations for children up to age 19	Covered in full	
Allergy immunotherapy	20% after deductible	

Chiropractic	20% after deductible	
Laboratory services	20% after deductible	
Radiology (X-ray, MRI, CT and other high-tech imaging)	20% after deductible	
Pre and post natal care	20% after deductible	
Physician Services – Preventive		
Abdominal aortic aneurysm screening	Covered in full	
Adult immunizations (flu vaccinations covered in full)	Covered in full	
Bone mineral density screening	Covered in full	
Routine colorectal cancer screening	Covered in full	
Routine mammogram	Covered in full	
Routine OB/GYN	Covered in full	
Routine pap smear	Covered in full	
Routine physical exam	Covered in full	
PSA test	Covered in full	
Routine eye exam	Covered in full	
Hospital		
Inpatient hospital stay	20% after deductible	
Inpatient maternity stay	20% after deductible	
Outpatient surgery	20% after deductible	
Emergency Hospital Care		
Emergency room (copay waived if admitted to hospital)	20% after deductible	
Ambulance – ground	20% after deductible	
Ambulance – air	20% after deductible	
Urgent care centers	20% after deductible	
Mental Health		
Mental health (inpatient)	20% after deductible	
Mental health (outpatient)	20% after deductible	
Substance Abuse		
Alcohol and substance abuse (inpatient detox)	20% after deductible	
Alcohol and substance abuse (inpatient rehab)	20% after deductible	
Alcohol and substance abuse (outpatient)	20% after deductible	
Other Services		
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	20% after deductible	
Chemotherapy	20% after deductible	

Dialysis	20% after deductible
Durable medical equipment	20% after deductible
Home care	40 visits; 20% after deductible
Hospice	20% after deductible
Physical, speech and occupational therapy	30 visits; 20% after deductible
Post-mastectomy prosthetics	20% after deductible
Prosthetic and orthotic appliances	20% after deductible
Radiation therapy	20% after deductible
Skilled nursing facility	60 days; 20% after deductible

revised 1/1/2016

***This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that may apply.*

Appendix C-2: Value Plan

Deductibles/Maximums		
In-network deductible	N/A	
In-network co-insurance	N/A	
In-network out-of-pocket maximum	\$5,125/\$10,250 Medical, \$1,725/\$3,450 Rx	
Out-of-network deductible	\$1,000/\$2,000	
Out-of-network coinsurance	25%	
Out-of-network out-of-pocket maximum	\$2,500/\$5,000	
Annual maximum	None	
Lifetime maximum	None	
Benefit administration	Calendar year	
Dependent age	26	
Student age	26	
Dependent/Student coverage ends	end of birth month	
Domestic partner	No Coverage for domestic partner	
Prescription Drug		
Prescription copay	\$10/\$15/\$20	
Mail order copay per 90-day supply	1 copay	
Option 90 - 90 day supply at retail	2.5 copays	
Medical Services	In-network	Out-of-
Office Visits	\$15	25%
Specialist copay	\$15	25%
Well child visits and immunizations for children up to age 19	Covered In full	25%
Diagnostic x-rays	\$15	25%
MRI	\$15	25%
Chiropractic care - (medically necessary only)	\$15	25%
Pre and post natal care	Covered in full after intial copay	25%
Laboratory services	Covered in full	25%
Physician Services – Preventive	In-network	Out-of-
Routine Physicals	Covered in full	25%
Routine mammogram	Covered in full	25%

Routine OB/GYN	Covered in full	25%
Routine pap smear	Covered in full	25%
Routine eye exam every two years	Covered in full	Not
Hospital	In-network	Out-of-
Inpatient hospital stay - semi private room	\$300 deductible	25%
Chemotherapy, radiation therapy, inhalation therapy	\$15	25%
Cardiac rehabilitation (24 visits per year)	\$15	25%
Occupational, speech, physical therapy (20 visits per therapy)	\$15	25%
Outpatient surgery facility	\$15	25%
Emergency Hospital Care	In-network	Out-of-
Emergency room (copay waived if admitted to hospital)	\$100	\$100
Emergency ambulance (medically necessary)	\$100	\$100
Urgent care centers	\$15	25%
Mental Health	In-network	Out-of-
Inpatient (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15	25%
Substance Abuse	In-network	Out-of-
Inpatient detoxification (unlimited if medically necessary)	\$300 deductible	25%
Inpatient rehabilitation (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15	25%
Other Services	In-network	Out-of-
Routine podiatry care	\$15	25%
Durable medical equipment	50%	50%
Home health care (unlimited visits)	Covered in full	25%
Hospice	Covered in full	25%
Prosthetic devices	50%	Not
Skilled nursing facility non-custodial (Not Long Term Care-Rehab only)	Covered in Full	25%

Actives (00999194, 00400674, 00402041, 00402531, 00400051, 00403439, 00403440/0001)

revised 1/1/2016

Retirees (00999194, 00402041, 00402531/0006) (00400051, 00403439, 00403440/0005)

****This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that may apply.**

Appendix C-3: Enhanced Plan

Deductibles/Maximums		
In-network deductible	N/A	
In-network co-insurance	N/A	
In-network out-of-pocket maximum	\$5,125/\$10,250 Medical, \$1,725/\$3,450 Rx	
Out-of-network deductible	\$300/\$600	
Out-of-network coinsurance	20%	
Out-of-network out-of-pocket maximum	\$2,000/\$4,000	
Annual maximum	None	
Lifetime maximum	None	
Benefit administration	Calendar year	
Dependent age	26	
Student age	26	
Dependent/Student coverage ends	end of birth month	
Domestic partner	No Coverage for domestic partner	
Prescription Drug		
Prescription copay	\$0/\$7/\$10	
Mail order copay per 90-day supply	1 copay	
Option 90 - 90 day supply at retail	2.5 copays	
Medical Services	In-network	Out-of-
Office Visits	\$8	20%
Specialist copay	\$8	20%
Well child visits and immunizations for children up to age 19	Covered In full	20%
Diagnostic x-rays	\$8	20%
MRI	\$8	20%
Chiropractic care - 8 maintenance visits, unlimited medically necessary	\$8	20%
Pre and post natal care	Covered in full after intial copay	20%
Laboratory services	Covered in full	20%
Physician Services – Preventive	In-network	Out-of-
Routine Physicals	Covered in full	20%

Routine mammogram	Covered in full	20%
Routine OB/GYN	Covered in full	20%
Routine pap smear	Covered in full	20%
Routine eye exam	Covered in full	
Hospital	In-network	Out-of-
Inpatient hospital stay - semi private room	Covered in full	20%
Chemotherapy, radiation therapy, inhalation therapy	\$8	20%
Cardiac rehabilitation (24 visits per year)	\$8	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$8	20%
Outpatient surgery facility	\$8	20%

***This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that may apply.*

revised 1/1/2016

(00999194, 00400674, 00402041, 00402531, 00400051, 00403439, 00403440/0003)

Appendix C-4: CorePlus Plan

Deductibles/Maximums	
In network deductible	N/A
In network coinsurance	N/A
In network out of pocket maximum medical	\$5,125/\$10,250
In network out of pocket maximum Rx	\$1,725/\$3,450
Out of network deductible	\$500/\$1,000
Out of network coinsurance	20%
Out of network out of pocket maximum	\$2,500/\$5,000
Deductible & out of pocket administration type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.
Annual maximum	Unlimited
Lifetime maximum	Unlimited
Benefit administration	Calendar year
Dependent age	26
Student age	26
Dependent/Student coverage ends	End of birth month
Domestic partner	No Coverage for domestic partner
Prescription Drug	
Prescription copay (up to a 30 day supply)	\$3/\$15/\$35
Mail order copay per 90-day supply	1 copay
Option 90 - 90 day supply at retail	2.5 copays
Medical Services	
Primary care physician copay	\$20
Specialist copay	\$40
Pediatric visits for children up to age 19	Primary care physician copay
Well child visits and immunizations for children up to age 19	Covered in full
Allergy immunotherapy	\$40
Chiropractic	\$40
Laboratory services	Covered in full
Radiology (x-ray, MRI, CT & other high tech imaging)	Specialist copay

Pre & post natal care	Covered in full after initial primary care physician copay
Physician Services – Preventive	
Abdominal aortic aneurysm screening	Covered in full
Adult immunizations (flu vaccinations covered in full)	Covered in full
Bone mineral density screening	Covered in full
Routine colorectal cancer screening	Covered in full
Routine mammogram	Covered in full
Routine OB/GYN	Covered in full
Routine pap smear	Covered in full
Routine physical exam	Covered in full
PSA test	Covered in full
Routine eye exam	Covered in full
Hospital	
Inpatient hospital stay	Covered in full
Inpatient maternity stay	Inpatient copay
Outpatient surgery	\$75
Emergency Hospital Care	
Emergency room (copay waived if admitted to hospital)	\$50
Ambulance - ground ambulance	\$50
Ambulance - air ambulance	\$50
Urgent care centers	Primary care physician copay
Mental Health	
Mental health (inpatient)	Covered in full
Mental health (outpatient)	\$40
Substance Abuse	
Alcohol & substance abuse (inpatient detox)	Covered in full
Alcohol & substance abuse (inpatient rehab)	Covered in full
Alcohol & substance abuse (outpatient)	\$40
Other Services	
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	\$40
Chemotherapy	\$40
Dialysis	Covered in full

Durable medical equipment	50% copay
Home care	\$40
Hospice	Covered in full
Accupuncture (6 visits per calendar year)	\$40
Massage (12 visits per calendar year)	\$40
Physical, speech & occupational therapy	30 visits, Specialist copay
Post-mastectomy prosthetics	Covered in full
Prosthetic and orthotic appliances	50% copay
Radiation therapy	\$40
Skilled nursing facility	Unlimited days, Covered in full

***This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations & exclusions that may apply
(00400051, 00403439, 00403440/class 0006 & 0009)*

Appendix D: Evaluation Documents

All evaluation documents have been reviewed by FFECC for accuracy and dated. All job descriptions have been placed in a digital addendum to this agreement. Any proposed changes to job descriptions appearing in such addendum will be reviewed and jointly approved by the President of the FFECC or designee and the President of ECC or designee.

Appendix E: Advanced Studies Agreement

ERIE COMMUNITY COLLEGE ARTICULATION AGREEMENT WITH _____HIGH SCHOOL

Erie Community College is committed to offering quality college-level coursework to interested and qualified high school students in order to enhance student learning in high school and better prepare students for the transition into the first year of college.

In the event that the school district chooses to offer ECC credit courses for high-school students taught in the high school by an ECC authorized high school teacher, the best quality experience will be provided through a collaborative effort between the faculty of the school district and the college. The following procedures shall apply:

1. Every year the Faculty Federation President will appoint an Advanced Studies Committee consisting of four FFECC members, with representation from all three campuses. This committee will meet with the Advanced Studies Coordinator, the appropriate academic supervisor, and the Executive Vice President for Student Services or designee, and will be responsible for an annual review of the Advanced Studies program, for assuring that all provisions of this agreement are upheld, for reviewing agreements or contracts with the high schools, and for assisting the Advanced Studies coordinator in communicating with the academic departments.
2. The Advanced Studies Coordinator will annually poll all department chairs regarding their interest in providing Advanced Studies courses to high school students. Only those Academic Units which express interest shall provide such courses.
3. Specific Advanced Studies classes may be requested by the Advanced Studies Coordinator to all the department chairs in the appropriate Academic Unit; or the Unit may propose such classes to the Coordinator. Each class must be approved in writing by all the chairs in the Unit before they are offered to high school students. Additional sections of the same course must be similarly approved. Following the model of articulation agreements, these decisions may be reviewed by the chairs of the academic unit yearly. The Unit may choose not to run a previously approved course in the following semester by the schedule-submission deadline for that semester.
4. The appropriate College academic department will be the department that offers the course at the campus that is closest in distance to the high school that is requesting the ECC course. If no one from that campus is interested in being the lead teacher, then the class may be offered to the Unit departments on the other campus.
5. The quality of the Advanced Studies class will be reviewed periodically by any or all of the following means:
 - a. Review of course materials, assignments and expectations of students by the department lead faculty member.
 - b. Peer observations: The sponsoring department will designate a full time faculty member of record whose name will be assigned to the course on the Course Schedule. This lead teacher will be designated by using the FFECC contractual method of selecting overload. The lead teacher will be responsible for all record keeping aspects of the course. These responsibilities include: orientation of the high school teacher, review of all instructional materials, course outline, class

syllabus, examinations or other assessments, the capstone activity for the class, submission of all final grades for the class, coordination with ECC administrative officers, and, in cooperation with the high school teacher, assignment of final grades. This lead teacher is responsible for the content and quality of the course; for assuring that the Advanced Studies class is taught at a college level; that laboratories and other facilities, equipment and materials are appropriate to the college course; and that the class is in all respects equivalent to the course as taught at the College. A minimum of one site visit per class must be conducted by the lead teacher each semester, and the site visit form filled out and signed by the lead teacher and the department chair, and submitted to the Advanced Studies office by the end of the class. The high school will be expected to make accommodations to allow this to happen.

6. The maximum number of students in a high school Advanced Studies class will be determined by the class size used on the lead teacher's campus for that course.
7. The lead teacher will receive on (1) contact hour credit for the assignment of each dual credit course per site. When multiple sections of a course occur, the lead teacher will receive one-half (1/2) contact hour credit for each additional section for the same course with the same high school teacher. Each new course and each new high school teacher assigned will constitute a one (1) full new contact hour.
8. In the case where a high school is granted written approval by the Academic Unit to extend instruction of the ECC course to match their one year course, the lead teacher will receive payment of one (1) contact hour in either the Fall or Spring semester, as chosen by the lead teacher.
9. Advanced Studies courses will appear on the lead teachers' Load Report Form. Contractual limitations on the amount of overload taken by a teaching faculty member will apply to these contact hours as well.
10. Student Opinion surveys of the course and the instructor will be administered, per course, by the Lead teacher.
11. The college department chair will collaborate with the high school administration on course related matters.
12. The Advanced Studies Coordinator will arrange for the assignment of College "lead teachers" only through the appropriate department chair or through the unit-wide Appointments committee chair for the Academic Unit. Opportunities to be the lead teacher for specific Advanced Studies classes must be offered by the appropriate academic department to all of the full-time faculty in the department each semester by seniority, according to that department's course-selection procedure. Lead teachers must be full-time faculty members; however, if no current full-time faculty members are available, the department with unit-wide approval may offer the assignment to a retired faculty member or part-time faculty from the Unit.
13. The high school principal will identify eligible students. All College prerequisites for students taking the course will be enforced, including appropriate math and English levels, and any other applicable academic policies and regulations, as stipulated in the ECC College Catalog. Eligible students will be restricted to high school juniors and seniors.
14. The appropriate College academic department will provide a course outline for each Advanced Studies course, outlining the topics and depth of coverage for each Advanced Studies course. At the start of each course, the lead teacher and the high school teacher will provide to students an ECC class syllabus outlining topics, coverage, objectives and methods of evaluation of student performance. (Samples will be provided by the college.) All these class syllabi will be kept on file by the appropriate academic

department and the Advanced Studies office.

15. Assessment of student learning in the course will be comparable to on-campus offerings. When appropriate, the College lead teacher, in consultation with the high school teacher, and with the review of the appropriate academic department chair will design a “capstone activity” for the class (final exam, final project, term paper, etc.,) which will determine at least 25% of the student’s final grade. These capstone activities will be kept on file by the College academic department. In the event that there are students in the class who are not enrolled as ECC students, but are receiving only school credit for the same class, there must be clear differences both in the course content and the learning assessment instruments (tests etc.) for the two groups of students (high school and college students). These differences must be spelled out in the class syllabus.
16. Advanced Studies classes will parallel the equivalent classes taught at the College. The standard format will be single-semester classes. Fall classes will begin at the start of the high school year and end by the last day in January. Spring classes will not begin instruction until after New Year’s. The College’s last day to withdraw from the class will be enforced.
17. All high school students will be registered for Advanced Studies classes by the first day of the fourth week of the College’s semester, at which time a list of all registered high school students for each class will be available to the lead teacher, the appropriate academic department chair, and the FFECC Vice President of the campus.
18. In the event of an extended absence of five (5) consecutive days or more by the high school teacher, the college lead teacher will provide instructional support for the substitute teacher in the high school.
19. Textbooks and supplements for Advanced Studies classes will be either the same materials as those used in the course taught at the college, or comparable materials of equivalent quality which are approved by the appropriate academic department.
20. The course will be recorded on the ECC college transcript in the same manner as all other college courses.
21. This Advanced Studies Agreement will be reviewed annually and can be withdrawn by either party in writing with one semester’s prior notice.
22. The college’s Advanced Studies program and its administrators, as well as the school districts and other sponsoring community colleges, will follow the SUNY guidelines regarding geographic service areas to ensure the quality of dual-credit courses around the State.
23. Any deviations from the procedures specified in this agreement must be approved in writing both by the Academic Unit chairs and by the FFECC Advanced Studies Committee.

President of Erie Community College

Superintendent
_____ High School

Appendix F: Police Training Agreement

MEMORANDUM OF AGREEMENT

**ERIE COMMUNITY COLLEGE
AND
COUNTY OF ERIE
AND
CSEA, ERIE UNIT of LOCAL 815
AND
FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE**

THIS AGREEMENT is by and between Erie Community College, hereinafter, the College,' and the County of Erie, hereinafter, the County, Civil Service Employees Association, Inc., Local 1000 A.F.S.C.M.E., AFL-CIO, Erie Unit of Local 815 (hereinafter, CSEA, Erie Unit of Local 815 and the Faculty Federation of Erie Community College, hereinafter, the FFECC.

AGREEMENT

WHEREAS, the County has offered both a Pre-Employment Basic Course for Police Officers approved by the New York State Division of Criminal Justice Services (NYS DCJS) and a Police Basic Training approved by the State University of New York (SUNY) and the New York State Department of Education (SED) and associated with the NYS DCJS-approved Pre-Employment Basic Course for Police Officers; and,

WHEREAS, the County has employed the instructors of the aforementioned courses referenced in the paragraph, above, in titles represented by the CSEA, Erie Unit of Local 815, and,

WHEREAS, the County and the College have agreed to the transfer of the following function to the College: i.e., the instruction of both the aforementioned Pre-Employment Basic Course for Police Officers and the Police Basic Training; and,

WHEREAS, the County, the College and the FFECC are currently Parties to the 2005-2009 Collective Bargaining Agreement, that addresses wages, hours, and working conditions for all teaching/instructing positions employed by the College for credit bearing courses, including, but not limited to: all full-time and part-time Faculty, Non-Teaching Professionals and Non-Teaching Technical Professionals; and,

WHEREAS, the County, the College, CSEA, Erie Unit of Local 815, and the FFECC mutually agree that all of the instructor positions related to police officer training, previously represented by the CSEA, Erie Unit of Local 815, are now properly assigned to the FFECC bargaining unit as their exclusive agent for purposes of collective negotiations and representation as contemplated under the NYS Taylor Law; and,

MEMORANDUM OF AGREEMENT – Transfer of Police Training Program to ECC

WHEREAS, the Parties recognize the necessity for providing for this transfer of function by making the following modifications to said 2005-2009 Agreement:

1. Creating four (4) new FFECC bargaining unit faculty titles and adopting their job descriptions for the instructors of the Police Services Training Program curriculum, including non-credit bearing courses, in-service police training, and related credit bearing courses;
2. Creating and incorporating the new titles into current FFECC salary grades 11, 13 and 14 in Appendix A of the 2005-2009 Agreement; and creating a new Job Grade 12 in Appendix A.
3. Specifying the FFECC Titles, Job Grades and Step placement for the current incumbents in the Police Training Services Program.
4. Amending the 2005-2009 Agreement by creating a separate contractual article specifying the unique terms and conditions of employment for these new faculty Police Training Professional positions in the Police Services Training Program, as distinguished from other instructional faculty in other academic programs.
5. Reviewing the 2005-2009 Agreement for the purpose of:
 - a) Identifying the specific terms and conditions of employment provided in the 2005-2009 Agreement that are also applicable to the new bargaining unit titles in the Police Services Training Programs;
 - b) Identifying the specific terms and conditions of employment provided in the 2005-2009 Agreement that are not applicable to the new bargaining unit titles in the Police Services Training Program.

THEREFORE, the Parties AGREE, as follows:

A. The newly created FFECC bargaining unit titles providing instruction for the Police Services Training Program at the College, with their respective salary grades and schedules, are as follows:

1. Police Training Professional I (both FT and RPT) – Grade 11
2. Police Training Professional II – Grade 12
3. Senior Police Training Professional – Grade 13
4. Principal Police Training Professional – Grade 14

The job descriptions for these new titles are attached to this agreement.

B. Add. Article 9, **Department Chair**, of the 2005-09 Agreement, by adding a new position of —Department Chair – Police Services Training Program, with compensation of \$2500 per semester.

C. Add. Articles 28, **Rank**, and 29, **Rank Advancement**, of the 2005-09 Agreement by providing for Rank and Rank Advancement criteria specific to the new titles in Police Training Professional hierarchy. (*To be developed by the Department Chair.*)

D. Revise the 2005-09 Agreement by adding a New Article 41, **Police Training Professionals**

in the 2005-2009 Agreement to distinguish the terms and conditions of employment for Police Training Professionals from those for faculty in other academic programs, to include:

- The following description: The Police Services Training Program includes the following: 1) The Pre-Employment Basic Course for Police Officers^{ll} approved by the New York State Division of Criminal Justice Services (NYS DCJS); 2) a Police Basic Training^{ll} course approved by the State University of New York (SUNY) and New York State Education Department (NYSED); 3) non-credit bearing police in-service training; and, 4) the instruction of the following credit bearing courses at the any of the College's Campuses to both police trainees (Sworn Officer Training) and civilian students, (Civilian Training Academy), including but not necessarily limited to:

PB 201	Police Physical Fitness
PB 202	Basic Law for Police
PB 203	EMS First Responder
PB 204	Police Community Relations
PB 205	Police Administration of Justice
PB 206	Police Arrest Procedures
PB 207	Police Investigation Procedures
PB 208	Police Patrol Function
PB 209	Police Traffic Procedures
PB 210	Emergency Vehicle Operation (EVOC)

- Department Chair to be appointed from incumbent in position of Principal Police Training Professional, Grade 14.
- A special forty (40) hour work week, and other unique working conditions.
- Additional Compensation of \$1000 stipend for training each civilian academy per semester.
- Provide for an Appointments and Reappointments Committee process similar to all faculty appointments in Article 20; Appointments and Reappointments recommendations may be reviewed by Advisory Council comprised of selected individuals from the local police chiefs association. Nevertheless, appointments and Reappointments are the sole responsibility of the Appointments Committee for the Police Training Services Unit.
- Current permanent incumbents with four (4) or more years in County function to be grandfathered as having permanent status/tenure in FFECC bargaining unit.
- Add vacation and sick leave similar to NTPs (refer to Articles 32 and 33)
- Add special provision requiring College to grant the waiver necessary under the NYS Employees Retirement System to allow existing qualified retired ranked police officers to continue working for the College with no cap imposed on salary
- Grandfathering current CSEA police service trainers who have completed four (4) years of service in position with tenure, and applying the time already served toward required four (4) years for those who have not yet completed sufficient time.

- Section re: Part Time PTPs, to be paid adjunct faculty rate of \$25 hours and limited to no more than 19 hours/per week.
- The titles, employment status and salary placement for the current instructors is as follows:
 1. Dan Bauer, tenured Senior Police Training Professional, Job 13, Step 5 (\$62,735)
 2. Mark Tartaro, tenured Senior Police Training Professional, Job 13, Step 5 (\$62,735)
 3. John Chiarello, RPT Police Training Professional (38 hours max), Job Grade 11, Step 1 (\$44,001 annual, to be pro-rated.)
 4. Ed Hempling, tenured Principal Police Training Professional, Grade 14, Step 5 (\$69,825); plus Department Chair -- Police Services Training Program (for minimally 2 sworn and 2 civilian academies annually, and the in-service credit program.)
- Determine FFECC bargaining unit seniority for current incumbent faculty members; and, determine transferability of their accrued leave time. (Maximum of 80 hours comp time and continue accruals for vacation and sick time.
- Compensation Rate for work outside the Police Academy to be current FFECC overload rate, and preparation rates, if appropriate.
- If current incumbents retire or leave, new hires to enter as Police Training Professional I, Job Grade 11, Step 1.
- Class size,
 - A maximum of 32 students for Civilian Academy
 - Class size for sworn officers will be based on Department Recommendations.
 - Class size of all courses will be based on space considerations and safety concerns where appropriate.

DATE

POLICE TRAINING PROFESSION (PTP) I – Job Grade 11

[With Rank Advancement to PTP II, Grade 12, and Advanced to Senior PTP, Grade 13, Criteria TBD]

DISTINGUISHING FEATURES OF THE CLASS:

This is classroom and practical instruction given to police recruits including pre-employment students and in service training provided to police officers on various police related topics and proficiencies. It also includes the facilitation of such instruction given by various experts in the field. The instruction and facilitation includes actual working practices, matters of law and proficiencies such as firearms, blood alcohol testing, emergency vehicle operation, etc. The instruction strongly emphasizes actual working

practices, procedures and methods used in police agencies on a day to day basis. The incumbent is expected to exercise both initiative and independent judgment in the development of course objectives, lesson plans and evaluation methodology. Work is performed under the general guidance of the Director of Training for the Academy and instructional guidelines are also subject to mandates and guidelines set by the New York State Department of Criminal Justices.

TYPICAL WORK ACTIVITIES:

Instructs police officers and recruits in practices and procedures of law enforcement; assists in the development of training curricula, course outlines and announcements including all the ancillary activities associated with same.

Acts as a facilitator by arranging for the services of highly skilled and outside expertise on topics or skills not possessed by current staff members and schedules same. Prepares recruit and in service class schedules as directed by the Director of Training.

Keeps informed of the latest procedures and practices in the law enforcement field. This includes attending training sessions on occasion to keep their skills updated and reading periodicals including various online subscriber services and networks.

Takes daily roll call, inspection and enforcement of academy rules and regulations to be followed by police recruits and trainees (including pre-employment candidates). Supervises and facilitates off site instruction, field problems, firearms training, emergency vehicle operation training (EVOC), defensive tactics, physical education, etc.

FULL PERFORMANCE KNOWLEDGES, SKILLS AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern law enforcement administration and training practices; thorough knowledge of federal, state and local criminal laws; thorough knowledge of effective teaching techniques; good knowledge of the principles of supervision; ability to write clear and precise lesson plans and reports, good word processing skills, good human relations techniques and ability to work as a member of a team; sound professional Judgment; initiative and resourcefulness, tact, physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Candidates must meet one of the following options, either:

- A) Graduation from a regionally accredited or New York State registered four (4) year college or university with a bachelor's degree and four (4) years of experience as a police officer or federal criminal law enforcement officer, at least one (1) year of which must have included duties as an instructor in Law Enforcement Training; or:
- B) Graduation from high school or possession of a high school equivalency diploma and nine (9) years of experience as a police officer or federal criminal law

enforcement officer, at least one (1) year of which must have included duties as an instructor in Law Enforcement Training.

NOTES:

- 1) Under option (A) a Master's degree in Police Science, Criminal Justice, Education, Public Administration or Business Administration may be substituted for one (1) year of the required experience as a police officer;
- 2) Under option (B) an AAS degree in Police Science or Criminal Justice may be substituted for two (2) years of the required experience as a police officer;
- 3) Under options (A) and (B), possession of current certification as a Police Instructor, from the Bureau for Municipal Police, may be substituted for the one (1) year of required experience as an instructor in Law Enforcement Training.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.

PRINCIPAL POLICE TRAINING PROFESSIONAL – Job Grade 14

DISTINGUISHING FEATURES OF THE CLASS: The training strongly emphasizes working practices, procedures and methods used in police agencies and other public safety agencies on a day-to-day basis. This position operates under the general umbrella of Erie Community College (ECC), and all credit bearing training will be administered through ECC. Work is performed under the general supervision of the Commissioner of Central Police Services with latitude for independent judgment permitted and expected. Supervision is exercised over a small number of Training Instructors (CPS) and a clerical staff. Does related work as required.

TYPICAL WORK ACTIVITIES:

Develops programs and policies which facilitate the coordination of public safety trainings across the public safety disciplines;

Plans, directs and implements a program involving the centralization of training procedures and training procedures and training programs for law enforcement and other public safety personnel within the county and other participating police agencies;

Confers with heads of law enforcement and other public agencies to determine outline and scope of training programs;

Organizes lectures, training manuals, examinations, visual aids, reference libraries and other training implements;

Trains instructors and supervisory personnel in proper training methods and techniques in the field of law enforcement and assigns them to specific programs;

Maintains records of training activities and evaluates effectiveness and application of programs;

Coordinates established training courses in law enforcement and other public safety disciplines with those offered in area colleges and universities;

Recommends personnel for attendance at training courses and schools;

Conducts studies of capabilities to include use of new or unusual weaponry, equipment, tactics and techniques;

Represents the Commissioner at various meetings, conferences and hearings;
Prepares training bulletins, memoranda, and other instructional material for area police agencies and personnel;
Assists in preparation of departmental budget;
Works with other public safety programs in Western New York on development of new training programs, coordination of existing training programs, and examination of opportunities to enhance the level of trainings offered to public safety representatives in Western New York;
Works with the different public safety disciplines on development of integrated training programs which enhance and encourage coordination of response efforts across many disciplines;
Works closely with ECC on development of programs which enhance the educational offerings of the College and at the same time expand the available trainings for public safety representatives in Erie County;
Works closely with the New York State Division of Criminal Justice Services on the development of new programs which enhance the law enforcement training across Western New York.

PRINCIPAL POLICE TRAINING PROFESSIONAL – Job Grade 14

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern law enforcement administration and training practices; Thorough knowledge of federal, state, and local criminal laws; Thorough knowledge of principles of supervision; Ability to plan and develop curricula and lesson plans; Ability to teach effectively; Ability to write clear, concise training directives and reports; Ability to establish and maintain successful relationships with people; Good judgment; Maturity; Resourcefulness; Initiative; Tact; Physically capable of performing the essential functions of the position with or without reasonable accommodation.

MINIMUM QUALIFICATIONS:

Graduation from regionally accredited or New York State registered four (4) year college or university with a Bachelor's degree plus seven (7) years of experience as a sworn police officer, at least four (4) years of which must have been in a supervisory or administrative capacity, and at least three (3) years of which must have been in law enforcement training.

NOTE:

A Master's degree in Police Science, Criminal Justice, Education, Public Administration or Business Administration may be substituted for one (1) year of the required experience as a sworn police officer.

NOTE:

Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full time experience requirements.

Appendix G: Arbitrator List

Dennis Campagna
Ronald Kowalski
Paul J. Caffera
Howard Foster
Michael Lewandowski
Mary Helenbrook
Richard Chapman

APPENDIX H: RESPONSIBLE PROFESSIONAL DUTIES MATRIX

Faculty **Proposed** Professional Responsibilities Matrix

~ For each upcoming academic year, department chairs/heads will distribute May 1 for completion and submission by August 1 in prior academic year ~

Year/Semester: _____

Campus: _____

Division: _____

Academic Department/Unit: _____

Faculty Member Name: _____

A. Work Days Responsibilities (part of 150 teaching days):

1. College Day – Attendance required and part of Academic Calendar
2. Office hours – 75 hours per semester to be scheduled 5 hours per week

Sections B & C below are Responsibilities adding up to a minimum 91 hours

Fall Semester

Spring Semester

B. Academic Responsibilities (maximum 42 hours):

1. Opening Day – 2 days (7 hours/day)

_____ 7 _____

_____ 7 _____

2. Advisement and registration

- Pre-registration for continuing students (ongoing)

- Open registration – department _____ (max. 2 days/semester)

- Open registration – college wide (max. 7 hours/semester):

- General Studies

- START

- Add/Drop

C. Other Responsibilities (faculty identify fulfillment of 49 hours):

1. Advisory Council(s)

2. Applied/Service Learning (college wide)

3. Assessment activities

4. Budget development

5. Committees [insert name of committee(s) as requested]:

- a. Appointments/Search

- b. Contractual

- c. Joint Governance (College)

- d. Reappointments

- e. Scheduling

6. Curriculum development

7. Facilitation of community partnerships (max. 7 hours)

8. Grants for academic unit/college

9. Professional Development (max. 7 hours)

10. Program Review and Annual Update

11. Recruitment

12. Retention activities

13. Other approved activities (defined by department/academic administration)

D. Total number of Academic and Other Responsible hours in sections B and C _____

Signature and Date – Faculty Member

Signature and Date – Campus Chair/Head

Signature and Date – Provost/Dean

Please review and forward signed form to EVP Academic Affairs

Note: Outside of academic year, up to 4 hours of responsible hours may be substituted for advisement purposes.

[10/13/16]

Appendix I

Agreement Concerning College Senate of Erie Community College

Governance Proposal

College Senate of Erie Community College

I. Definition: Traditionally, American colleges and universities have employed systems of shared governance. "Shared governance" refers to the collection of practices and procedures by which faculty and staff and sometimes students participate in important institutional decisions along with administrators and policy boards, especially but not limited to decisions about programs and curricula, academic practices and standards, hiring, evaluation and promotion, student affairs, and institutional assessment. Shared governance works best in an atmosphere of collegial collaboration, where it makes optimal use of the differing expertise, talents, and perspectives of the various constituencies within the college community. The College Senate Is the central component of shared governance at Erie Community College. The College Senate studies, discusses, and makes resolutions on matters pertaining to the core academic mission of the college, and to the interrelationship among academics and the other functional areas of the college, such as budgeting, student services, and workforce development. The College Senate does not concern itself with collective bargaining Issues related to the terms and conditions of employment at ECC.

II. Purpose/Charge

The College Senate of Erie Community College will:

- Provide all constituencies at Erie Community College with a forum to discuss and pass resolutions on academic and non-academic issues and policies.
- Promote excellence in all programs and offerings at Erie Community College.
- Encourage an atmosphere of collegial collaboration at Erie Community College.
- Coordinate and harmonize the activities of the various programs and Initiatives at Erie Community College.
- Review and have oversight over the activities of all college wide committees whose charges and decisions relate to the core academic mission of the college.
- Screen disagreements about academic matters.
- Provide an opportunity for conversation about academic issues and refer issues to other committees when appropriate.
- Provide the necessary communication link among all college constituencies and among the college-wide committees.
- Foster an Institutional culture of excellence at Erie Community College.
- Provide transparency in decision making.
- Communicate decisions and initiatives to all constituencies.
- Empower faculty and administration to create a roadmap for the future of the institution.
- Recommend policies to the College President.
- Recommend curricula, services, and student learning opportunities for consideration by the College President.

III. Procedure

- All formal actions of the College Senate (actions which affect the policies or procedures of the college in areas where the Senate has powers and responsibilities, or of the Senate itself) shall be communicated to the College President, and unless vetoed in writing by the President within ten (10) teaching days of receipt by the President, shall become policy of the college, subject to the approval of the Board of Trustees. In the event of a veto, the President will provide a written Justification to the Senate.
- The FFECC President may veto formal actions of the Senate when such actions clearly violate the FFECC contract. The FFECC President must provide a written justification to the Senate for any such veto.
- The meeting quorum to conduct business shall be a simple majority of the currently serving Senators.

IV. By-Laws

The Senate will develop and approve its own by-laws, to include rules about attendance and recall of Senators. Initial draft By-Laws will be written by a committee appointed jointly by the College President and the FFECC President before this agreement takes effect. By-laws will be approved by a simple majority vote of the entire Senate.

V. Membership and Responsibilities of Senators

Initial Senators will be elected/selected within five months of the signing of this agreement.

Ex Officio Senators (voting):

- Executive Vice President of Academic Affairs
- Executive Vice President of Student Services
- 2 Associate Vice Presidents of Academic Affairs
- Associate Vice President of Student Services
- College President or designee
- FFECC President or designee
- Chief Administrative and Financial Officer
- Chief Information Officer
- Director of Human Resources
- Director of Equity and Diversity
- Representative from the Middle States Chairs

Elected Faculty Senators (voting)

- The faculty membership of the Senate shall not fall below 60% of the Senators.
- Full-time teaching faculty shall elect Senators by division and campus {Liberal Arts for each of the three campuses, Technologies for each of the three, Health Sciences for each of the three, and Business/Public Service for each of the three) with one Senator for each 15 full-time members or fewer. In each of the division/campus constituencies. These constituencies will be

recounted every five years.

- Full time librarians shall elect Senators by the Library unit as a whole, with one Senator for each 15 full- time members or fewer in the Library unit, which will be recounted every five years.
- The following Senators shall be elected by their constituencies:
 - One Senator from full-time Counselors
 - One Senator from full-time NTPs/ETs
 - Three Senators from part-time teaching faculty (min. 4 years' service)
 - One Senator from part-time non-teaching faculty (min.4 years'-service)
 - One Delegate to the FCCC (elected college-wide by FFECC members)
 - One Alternate to the FCCC (elected college- wide by FFECC members}

Senators Appointed by FFECC President (voting)

- 2 FFECC Members

Non-senators

Liaisons (non-voting):(the areas listed are functional areas of the college, not necessarily the names of committees) elected or appointed by committee or constituency represented:

- CWCC/NCOC
- Planning/Resources/Middle States
- CWAC/Gen Ed/Program Review
- Student Admissions
- Workforce
- Grants (GOC)
- ASC
- Foundation
- Retention/Enrollment Management/Marketing
- Information Technology
- DL/Alternative Course Delivery
- Student Life
- Campus/Workplace Safety and Security
- Liaison from the Registrars [selected by Registrars)
- Assistant Academic Deans [selected by the AADs)
- Advanced Studies and Articulation
- Academic Standards
- Facilities and Maintenance
- Financial Aid

Other liaison positions may be added by a vote of the Senate.

Terms: All Senators except the ex-officio Senators will serve three-year terms, staggered [at the start, 1/3 of these Senators, to be selected at random, will serve a one year term, 1/3 of them selected at random a two year term, and 1/3 of them selected at random a three year term.) There are no term limits. All Senators will be elected In May and begin their terms in June.

Numbers of Senators: The number of Senators In any category may be adjusted by a simple-majority vote at a regular Senate meeting or at a special meeting called for that

purpose, with 30 days' notice to all Senators.

Responsibilities of Senators:

- To review all committee reports, recommendations and resolutions which accompany each agenda prior to the meeting of the College Senate.
- To inform their constituencies of important matters before the Senate.
- To collect and communicate the opinions of their constituencies regarding such matters.
- To attend all meetings of the College Senate.
- To bring to the Senate matters of constituent concern.
- To serve on a minimum of one college-wide committee. If any college-wide committee which reports to the Senate lacks an elected Senator as a member, the Chair of the Senate will appoint a Senator to that committee.

VI. Officers/Executive Committee

- The Chair and Vice Chair of the Senate will be elected by a secret ballot of the Senators from among the teaching faculty members or librarians of the Senate at its May meeting, once every three years, and begin their terms on June 1. Both officers will serve a three-year term. There are no term limitations. The Chair will receive six hours reassigned time per semester and the Vice-Chair shall receive three hours reassigned time per semester.
- The duties of the Senate Chair shall be to preside at the meetings of the Senate, to organize all activities of the Senate, to prepare calendars and agendas for Senate meetings, to appoint a parliamentarian [who may be a Senator or a non-voting non-Senator], to serve as ex-officio member of all college-wide committees, and to call special meetings of the Senate.
- The duties of the Vice-Chair shall be to assist the Senate Chair in all his/her duties and to preside over the Senate in his/her absence.
- The Secretary of the Senate will be elected by a secret ballot of the Senators from among the sitting Senators at the May meeting, once every three years, and begin his/her term on June 1. The Secretary shall be responsible for ensuring that accurate and complete minutes of all Senate meetings are taken, edited, approved, and posted; shall handle official correspondence of the Senate; shall oversee the maintenance of all records and files; and shall provide Senators with all data relating to matters before the Senate. The Secretary will receive three hours reassigned time per semester. Clerical support for the Senate shall be provided by the President of the College as needed.
- There will be an Executive Committee of the Senate consisting of the Senate Chair, the Vice Chair, the FCCC delegate, one sitting Senator appointed by the FFECC President, two out of the three Executive Vice Presidents, and two other Senators elected by the Senators. The Executive Committee will meet with the College President and the FFECC President once a month at a minimum.

VII. Meetings

- Scheduled meetings will be held once a month except July and August. Special meetings may be called by the Senate Chair as needed.
- All meetings of the Senate will be open to the college community. The Chair may limit the speaking time of nonmembers.
- The Executive Committee will pre-screen submitted agenda items and write the agendas for the Senate meetings, referring submitted items to other committees when

appropriate. Proposed agenda Items must be submitted to the Executive Committee 14 days prior to the Senate meeting. The meeting agenda and committee and liaison reports shall be communicated to the Senators 7 days prior to the Senate meeting.

- The Chair of the Senate may rule on whether New Business items are in order and appropriate to the Senate, or whether they must be taken up at the next meeting or referred to other committees or persons.
- All committee and liaison reports must be submitted to the Executive Committee 10 days prior to Senate meeting.
- The Senate will follow Robert's Rules of Order whenever there is a disagreement about proper procedure. The Senate may create its own constitution, bylaws, or rules of operation as it sees fit.
- The minutes and all other proceedings of the Senate will be posted monthly on the College website.
- The President of the College may require the attendance at a Senate meeting of individuals who are involved with or knowledgeable about a specific issue.

VIII. Committees

- All college-wide committees whose charges and activities relate to the core academic mission of the college shall report to the Senate.
- Other committees may be requested to report to the Senate as needed -the College President may require other committees to report if necessary.
- Decisions and actions of committees under the purview of the College Senate may be accepted by the Senate or sent back to committee for review by a majority vote of the Senate -they cannot be altered by the Senate. If any decisions or actions are referred back to committee, then the Senate must communicate its concerns to the committee in writing. The committee will respond to those concerns by the following meeting of the Senate.
- Decisions of the CWCC cannot be appealed to the College Senate.
- The FFECC must be involved in any discussions regarding the deactivation of academic programs.
- The Senate may create additional committees from time to time as it sees fit.
- Committee reports shall be distributed to Senators in advance of Senate meetings in written form to avoid devoting excessive meeting time to reporting. Written reports will be considered sufficient for all items for which no action is required by the Senate.
- The Senate shall exercise oversight over committees and shall review their actions, decisions, charges, and bylaws.

Appendix J

Memoranda of Understanding

**Memorandum of Understanding
Between
Erie Community College
And
Erie County
And
Faculty Federation of Erie Community College**

Whereas, the Faculty Federation of Erie Community College (FFECC) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2009-2020;

Whereas the College wishes to amend the department structure of the Health Sciences Division to create two separate departments: Biotechnological Science and Medical Assisting;

Whereas the parties have met and negotiated the terms of a two-year pilot program to implement the new departmental structure; and

Whereas the parties wish to set forth their agreements in writing:

It is therefore understood:

Effective with the 2017-2018 academic year:

Department Head Dr. Marcia Bermel will oversee the Biotechnological Science degree and certificate programs in addition to her current assignment overseeing the Clinical Laboratory Technician (CLT) AAS degree, Medical Assisting (MA) AAS degree and Medical Office Practice (MOP) certificate programs.

The Biotechnological Science Department shall include CLT AAS degree, Biotechnological Science AAS degree and Biotechnological Science certificate programs.

FFECC member Jeanie Bryant shall be appointed as the Department Chair of the Biotechnological Sciences Department and shall receive a three-hour reassignment and a stipend at three hours at in effect overload rate per semester implemented pursuant to the terms of Article 9 of the collective bargaining agreement.

Staffing in the Biotechnological Science Department shall include the Jeanie Bryant, and a part-time Technical Assistant (currently vacant) assigned to Biotechnical Sciences and Jo Degnan, James Devirgillo and Deb Grambo.

The Medical Assisting Department shall include the MA AAS degree and MOP certificate programs.

FFECC member David Sylvia be appointed as Department Chair of the Medical Assisting Department and shall receive a three-hour reassignment and a stipend at three hours at in effect overload rate per semester implemented pursuant to the terms of Article 9 of the collective bargaining agreement.

Staffing in the Medical Assisting Department shall include the David Sylvia, Laurie Dentiger and Barbara Rizzo.

Faculty members assigned to the Biotechnological Science Department and the Medical Assisting Department shall suffer no loss of seniority or other benefit as a result of this departmental separation.

In the event the departments are recombined, the affected faculty members shall be deemed to have continuous seniority within the merged department for all time spent operating under this pilot agreement.

This agreement will be reviewed by the parties at the end of the 2019-2020 academic year and may be continued with the written agreement of both parties.

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President

3-1-17

Date



Andy Sako, FFECC President

2/17/17

Date

Memorandum of Agreement

Between

Erie Community College

And

Erie County

And Faculty Federation of Erie Community College

Whereas, the Faculty Federation of Erie Community College (FFECC) and Erie College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2009-2020;

Whereas, the parties have identified a need to establish a teaching schedule submission and notification dates for each academic year and summer sessions;

Whereas, the FFECC filed a class action grievance (16-12) alleging that the College failed to comply with Articles 33, 36 and 37;

Whereas, the parties have met and discussed the grievance and underlying issues and without any admission of liability, reached an agreement to resolve the matter without incurring the time and expense associated arbitration; and

Whereas, the parties wish to set forth their understanding in writing.

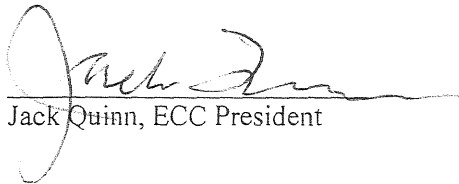
It is therefore agreed that the following schedule be adopted:

ACTIVITY	SPRING Schedule	FALL Schedule	SUMMER Schedule
Preliminary Schedule Build to Dept. Chairs	September 6	January 6	
Department Chairs schedules to Appropriate Administrator	October 10	February 15	
Conversations about any possible adjustments between Department Chair and Appropriate Administrator	October 10 – 20	February 15 – March 1	
Appropriate Administrators notify Department Chairs of any required adjustments – schedules are finalized, not to be changed until Run/Cancel date	October 20	March 1	
Full time faculty select schedules Schedule proofing occurs to verify rooms, times, and assignments	October 20 - November 1	March 1 - March 15	
Schedule proofing is complete	November 1	March 15	
Advance registration for following semester begins no earlier than:	The third week of November	The second week of April	
Contractual Run/Cancel date – all faculty schedules are finalized	The Thursday before the start of classes	The Thursday before the start of classes	The Thursday before the start of classes

This agreement shall expire at the conclusion of the course scheduling process for the Spring 2018 semester and the parties shall revert to the provisions in Article 37(4) unless the parties reach an alternative agreement, the terms of which shall be set forth in writing.

Upon implementation of this agreement, FFECC shall withdraw its grievance 16-12

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President

3-1-17
Date



Andy Sako, FFECC President

2/17/17
Date

**Memorandum of Understanding
Between
Erie Community College
And
Erie County
And
Faculty Federation of Erie Community College**

Whereas, the Faculty Federation of Erie Community College (FFECC) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2009-2020;

Whereas that agreement, in Article 9, establishes the compensation provided to individuals assigned as Department Chairpersons;

Whereas the parties wish to increase the compensation for the Department Chair who oversees the Health, Wellness and Physical Education Studies Department; and

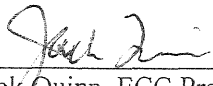
Whereas the parties wish to set forth their agreements in writing:

It is therefore understood:

Effective immediately and notwithstanding the rates set forth in Article 9, the Department Chair for the Health, Wellness and Physical Education Studies Department will receive nine (9) hours of contractual reassigned time and six (6) hours of stipend.

This agreement shall remain in full force and effect for the duration of the collective bargaining agreement and shall be incorporated in any successor agreement.

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President



Andy Sako, FFECC President

3-1-17
Date

2/17/17
Date

Memorandum of Agreement

Between

Erie Community College

And

Erie County

And Faculty Federation of Erie Community College

Whereas, the Faculty Federation of Erie Community College (FFECC) and Erie College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2009-2020;

Whereas, the parties have identified a need to clarify how Individualized Instruction should be selected.

Whereas, the parties have met and developed a process for the selection of Individualized Instruction;

Whereas, the FFECC and its member Gordon Soderholm filed a grievance (16-02) alleging that the College failed to comply with Article 37;

Whereas, the parties wish to set forth their understanding in writing.

It is therefore agreed:

That as all courses are assigned by campus seniority and professional expertise, the selection of Individualized Instruction will mirror this process, with the following provisos:

The faculty member assigned the Individualized Instruction must have taught the course previously and be currently deemed to be qualified to teach courses in this area by the Unit;

If a course has been cancelled and students are offered Individualized Instruction as an alternative to the course, those Individualized Instructions must be offered first to the faculty member who was assigned the cancelled course;


If students request and are approved for an Individualized Instruction in a currently running course that is full, preference will be given to faculty members currently teaching the course based on departmental seniority and equitable distribution if applicable;

In all other cases, individualized instruction opportunities will be offered to faculty via the contractual course selection process by campus departmental seniority.

That this Memorandum of Understanding has no impact on the process currently used to determine if a student's request to receive Individualized Instruction will be approved.

Upon implementation of this agreement, FFECC shall withdraw its grievances 16-02.

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President



Andy Sako, FFECC President

3-1-17
Date

2/17/17
Date

INSERT
NO
OK 60

Memorandum of Agreement

Between

Erie Community College

And

Erie County

And Faculty Federation of Erie Community College

Whereas, the Faculty Federation of Erie Community College (FFECC) and Erie College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2009-2020;

Whereas, the parties have identified a need to provide guidance to all relevant constituencies on the appropriate procedures for the assignment and replacement of courses.

Whereas, the FFECC and its member William Lorenz filed a grievance (15-6) alleging that the College failed to comply with Article 25;

Whereas, the FFECC and its member William Morgan filed a grievance (15-8) alleging that the College failed to comply with Articles 33, 36, 37 and 40;

Whereas, the parties have met and developed procedures for the assignment and replacement of courses;

Whereas, the parties have met and discussed the grievances and underlying issues and without any admission of liability, reached an agreement to resolve the matter without incurring the time and expense associated arbitration; and

Whereas, the parties wish to set forth their understanding in writing.

It is therefore agreed that:

That load courses are selected within a campus department in seniority order with the most senior faculty choosing all his/her load courses first. The department must designate the courses each faculty member selects as their load.

Overload classes are selected on a round-robin basis, course by course (one course at a time) within a campus department starting with the most senior faculty member and proceeding in seniority order ensuring equitable distribution of the overload assignments available.

“Staff” courses are unassigned courses and will not be assigned to any faculty member until the run-cancel date.

Courses shall be offered in the following order:

- FT faculty in the Unit at the campus by seniority
- FT faculty in the Unit at other campuses by Unit seniority

- Other FT FFECC teaching faculty deemed qualified to teach by the Unit (priority given to those facing retrenchment)
- Other FT FFECC members at the home campus deemed qualified to teach by the Unit
- Other FT FFECC members from other campuses deemed qualified to teach by the Unit
- Other RPT FFECC members at the home campus deemed qualified to teach by the Unit
- Other RPT FFECC members from other campuses deemed qualified to teach by the Unit
- Retirees with enhanced rights at the home campus
- Retirees with enhanced rights from other campuses
- Adjuncts at the home campus
- Adjuncts from other campuses
- Non-FFECC members deemed qualified to teach by the Unit

Notice may be provided in a single email which shall include the process and deadlines by which the notified faculty are to respond.

It is further agreed that:

That in the event that a class is canceled, the following procedures shall apply:

If a lost course is a "load" course and the faculty member has overload courses, then an overload course shall be deemed "load" and replace the canceled course.

If the lost course is a "load" course and the faculty member has ^{INSERT} no overload courses, then the faculty member may select any unassigned (staff) course. If such course is available, the faculty member will make selection from the list above in reverse order beginning with any course assigned to a non-FFECC member teaching within the unit. Selection must proceed in the order of the list and may not skip a category unless it is empty or unless all available courses in a category conflict with the times of the faculty member's current seated courses.

Faculty members shall be entitled to replace a maximum of one canceled/lost overload course per semester. Such course may be replaced only from the unassigned courses; no other staff member can lose a course in order to replace a faculty member's lost overload course.

Faculty may not bump across campuses for lost overload courses.

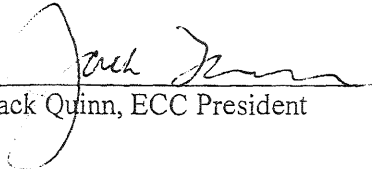
Faculty are not guaranteed that the replacement course for a lost course will be the same type of course (seated, hybrid, distance learning).

Mr. Lorenz will be compensated \$650

Mr. Morgan will be compensated \$650


Upon implementation of this agreement, FFECC shall withdraw its grievances 15-6 and 15-8

In witness whereof, the duly authorized representatives of the College and the FFECC have signed their names below.



Jack Quinn, ECC President

3-1-17
Date



Andy Sako, FFECC President

2/17/17
Date